

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the July 11, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of July 11, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2481 506 5293; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, July 11, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) 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 the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' 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 and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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 during the Council's legislative session: the consent agenda as a whole, 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 on issues that are not part of the current or advanced agendas during 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 or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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 Director of Policy and Government Relations 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 2.15(A), with those exceptions stated in Rule 2.16(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 the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. 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.
 - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. 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.
 - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JULY 11, 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

BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- 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 or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.

Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements Regarding Adjustments to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

CONSENT AGENDA

<u>REPORTS, CONTRACTS AND CLAIMS</u>	<u>RECOMMENDATION</u>
1. Purchase from Q Dig It, LLC. (Spokane) of backhoe loader for the Water Department—\$150,287.45 (incl. tax). (Council Sponsor: Council Member Stratton)	Approve OPR 2022-0498 RFQ 5659-22
Richard Giddings	
2. Pre-approval to purchase/lease 9 units for various departments to allow the City to purchase/lease the units at the time they become available and to avoid price increases from the time a quote is received—\$1,165,000. (Council Sponsor: Council Member Stratton)	Approve OPR 2022-0499
Richard Giddings	
3. Six-month Lease from Leavitt (Spokane) of a forklift needed for daily operations—\$11,574 (\$1,929 monthly). (A replacement unit has been ordered but will not arrive timely.) (Council Sponsor: Council Member Stratton)	Approve OPR 2022-0500
Richard Giddings	
4. Contract Amendment with Loomis Armored US, LLC. (Spokane) extending the contract through April 30, 2022, and adding funds to allow the invoices for January 2022 through April 2022 to be paid—additional \$18,000. (Council Sponsor: Council Member Wilkerson)	Approve OPR 2017-0197
Connor Thorne	
5. Memorandum of Agreement with Avista Corporation (Spokane) for use and access to the Clark Street Lift Station property for 50 years beginning May 1, 2022. (Council Sponsor: Council Member Kinnear)	Approve OPR 2022-0501
Chris Peterschmidt	
6. Contract Renewal with Itron, Inc. (Liberty Lake, WA) for meter reading support services for the Water Department through June, 2023—additional \$11,344.87 (incl. tax). Total contract amount: \$159,846.97. (Council Sponsor: Council Member Kinnear)	Approve OPR 2016-0750
Tonya Reiss	
7. Contract Amendment with Nicholls Kovich Engineering, PLLC (Veradale, WA) for design and additional construction support of Hatch Road Bridge—\$16,500 additional. Total contract amount:	Approve & Authorize Contract OPR 2020-0356 ENG 2018085

\$148,870.46. (Latah/Hangman Neighborhood) (Council Sponsor: Council Member Kinnear)

Dan Buller

- | | | | |
|---------------------|---|---------|---|
| 8. | Low Bid of Shamrock Paving, Inc. (Spokane, WA) for the 44th Avenue - Crestline to Altamont Project—\$693,306.45. An administrative reserve of \$69,330.65, which is 10% of the contract price, will be set aside. (Southgate Neighborhood) (Council Sponsors: Council President Beggs and Council Member Kinnear) | Approve | OPR 2022-0502
ENG 2021068 |
| Dan Buller | | | |
| 9. | Low Bid of LaRiviere, Inc. (Rathdrum, ID) for the 2022 Paving Unpaved Streets – North Project—\$468,896.50. An administrative reserve of \$46,889.65, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Kinnear) | Approve | OPR 2022-0503
ENG 2022049
ENG 2022051 |
| Dan Buller | | | |
| 10. | Low Bid of Halme Construction Inc. (Spokane, WA) for T.J. Meenach Drive from Pettet Drive to Northwest Boulevard Project—\$3,984,074.36 (incl. tax and an administrative reserve of 10%). (Audubon/Downriver & Emerson/Garfield Neighborhood) (Council Sponsor: Council Member Kinnear) | Approve | OPR 2022-0504
ENG 2014153 |
| Dan Buller | | | |
| 11. | Contract with Local 270, AFSCME, for wages and benefits for 2021 through 2025. (Council Sponsors: Council President Beggs and Council Member Stratton) | Approve | OPR 2022-0505 |
| Mike Piccolo | | | |
| 12. | Budget Amendment with Catholic Charities of Spokane to increase funding from the Emergency Solutions Grant provided by the Department of Housing and Urban Development for Rapid Re-Housing for Families Program—additional \$79,710. Total contract amount: \$232,428. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2020-0034 |
| Heather Page | | | |
| 13. | Commitment Amendment with Volunteers of America for additional funding from the Community Development Block Grant due to the elevated costs of construction for the Homeless Youth Shelter and extend end date to June 30, 2023—increase of \$750,000. (Council Sponsor: Council Member Wilkerson) | Approve | OPR 2021-0743 |
| George Dahl | | | |
| 14. | Contract Amendment with GHD, Inc. (Seattle, WA) for the Link Utilities Strategy for Water project adding Task 7: Groundwater Modeling of Potential Climate Change Influence on City Wells—\$96,548 (plus tax, if applicable). (Council Sponsor: Council Member Kinnear) | Approve | OPR 2021-0656
ENG 2021081 |
| Marcia Davis | | | |

- ## ACTION ON CONSENT AGENDA

Page 7

A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances.

B) \$125,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.

C) \$10,000 for training.

2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.

(This action arises from the need to continue and expand the use of confidential funds.) (Deferred from June 27, 2022, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

Michael McNab

ORD C36233
ENG 2020602

Traffic Calming Measures Fund

1) Increase the appropriation by \$125,400.

A) Of the increased appropriation, \$125,400 is provided solely for maintenance repaving work.

(This action arises from the need to provide budget authority for additional paving work in the vicinity of the new Pauline Flett Middle School currently under construction.) (Relates to Consent Agenda Item No. 15) (Council Sponsors: Council Members Stratton and Zappone)

Marlene Feist

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2022-0058 Providing for a boundary adjustment between City Parcel No. 37101.9004 and County Parcel No. 37034.9009 which will transfer ownership of the land that the Spokane County Solid Waste gas treatment facilities are located on to the County. (Council Sponsors: Council Members Kinnear and Stratton)

Chris Averyt

RES 2022-0059 Specifying a process and timeline for leasing the former East Central Library building. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Council President Beggs

RES 2022-0060 Concerning the citing of a new police precinct in the East Central Neighborhood (no later than January 1, 2023). (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Council President Beggs

- RES 2022-0061 Requiring that all future City of Spokane funded homeless service provider contracts include a "Good Neighbor Agreement." (Council Sponsors: Council Members Stratton, Cathcart and Zappone)
Council Member Stratton
- ORD C36230 Amending Ordinance C-21606 that vacated Mallon Avenue from the west line of Section 16, Township 25 North, Range 43 E.W.M. to the west line of Hogan Street and of Perry Street from the south line of Mallon Avenue to the northerly boundary line of the right of way of the Union Pacific Railroad Co., City and County of Spokane, Washington. (Releases easements at request of the property owners, Iron Bridge development.) (Council Sponsor: Council Member Cathcart)
Eldon Brown

FIRST READING ORDINANCES

- ORD C36223 Relating to parking municipal codes amending SMC sections 16A.04.100, 16A.05.060, 16A.05.460, 16A.06.010; repealing SMC sections 16A.06.030, 16A.06.040, 16A.06.050; and adding new section 16A.06.080, 16A.06.090 to chapter 16A.06 of the Spokane Municipal Code and setting an effective date. (Deferred from June 27, 2022, Agenda) (Council Sponsors: Council Members Stratton and Kinneary)
Jesten Ray

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

- | | | |
|--|--------------------------------|------------|
| H1. Hearing on Interim Zoning Ordinance C36211 concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis. (Council Sponsors: Council President Beggs and Council Member Bingle)
Jenn Cerecedes | Pass
Upon Roll
Call Vote | ORD C36211 |
|--|--------------------------------|------------|

Motion to Approve Advance Agenda for July 11, 2022
(per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual 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.

ADJOURNMENT

The July 11, 2022, Regular Legislative Session of the City Council is adjourned to July 18, 2022.

NOTES



Agenda Sheet for City Council Meeting of:
07/11/2022

Date Rec'd	6/28/2022
Clerk's File #	OPR 2022-0498
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE 20116

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICHARD GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-PURCHASE OF BACKHOE

Agenda Wording

Fleet Services would like to purchase a Backhoe Loader from Q Dig It, LLC, Spokane Wa, for the Water Department, through RFQ 5659-22, for \$150,287.45, including tax.

Summary (Background)

This unit will replace a unit that has reached the end of it's economic life.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 150,287.45	<u>Budget Account</u>	# 4100-42490-94340-56404
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	WALLACE, TONYA
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	6/13/22
<u>Council Sponsor</u>	Karen Stratton

Distribution List

mmartinez

Additional Approvals

Purchasing

Committee Agenda Sheet

Urban Experience Committee

June 13, 2022

Submitting Department	FLEET SERVICES
Contact Name & Phone	MICAELA MARTINEZ, 509-449-0959
Contact Email	MMARTINEZ@SPOKANECITY.ORG
Council Sponsor(s)	KAREN STRATTON
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	PURCHASE OF BACKHOE
Summary (Background)	Fleet Services would like to purchase a Backhoe Loader from Q Dig It, LLC, Spokane Wa, through RFQ 5659-22, for \$150,287.45, including tax. This unit will replace a unit that has reached the end of it's economic life.
Proposed Council Action & Date:	June 27, 2022, Approval
Fiscal Impact: Total Cost: estimated: \$150,287.45 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will monitor the operation of the unit to ensure it is meeting the needs of the City.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a	

Bid Response Summary

Bid Number RFQ 5659-22
Bid Title Backhoe Loader
Due Date Wednesday, May 11, 2022 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Q Dig It LLC
Submitted By Craydon Reagles - Monday, May 9, 2022 10:36:05 AM [(UTC-08:00) Pacific Time (US & Canada)]
 creagles@qdigitmachinery.com

Comments**Question Responses**

Group	Reference Number	Question	Response
Delivery			
	1.	Vendor agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within 15 Business Days ARO.	YES
	1a.	If vendor cannot meet delivery deadline, please provide a proposed delivery deadline.	Yes
	2.	Delivery shall be made to City of Spokane Fleet Services, 915 N. Nelson St., Spokane, WA	I agree and I Acknowledge
	3.	Deliveries are usually accepted Monday through Friday between the hours of 7:30am and 4:00pm except on holidays.	I agree and I Acknowledge
Payment Terms			
	1.	Vendor agrees to accept Visa credit card payment at no additional fee.	No
	2.	Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the Vendor and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I Acknowledge
Sales Tax			
	1.	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the Vendor or paid by the City as use tax.	I agree and I Acknowledge
Additional Items			
	1.	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Vendor agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration			

1.	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 being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Vendor 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 Vendor 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.	I agree and I Acknowledge
2.	Vendor's Business Registration No.	604-758-242
Specifications		
1.	The purpose of this Quote is to provide the City of Spokane, Fleet Services Department, with a Backhoe Loader.	I agree and I Acknowledge
2.	Minimum Specifications are as follows: Fully enclosed Cab with heat and A/C; AM/FM Radio; Front Fenders; Folding External Rearview Mirrors; Deep Dig Dipper (Extendahoe); Thumb Attachment, 7 in 1 bucket (Clam Shell Front Bucket); Front Bucket not needed and shall be taken back by vendor. Total operating weight 7320 kg (16,138 lb); Turning circle 7900 mm (25'11"); Engine power (kW/hp) 55,4 kW (74 hp); Travel speed 38 km/h (24 mph) Overall width 2310 mm (7'6"); Hydraulic System Open Centre; Pump Flow 128 l/min (28 gpm); Tear-out force / Loader 4600 daN (10,341 lbf); Break-out force / Loader 4200 daN (9,442 lbf); Lift capacity @ Max Height 3759 kg (8,287 lb); Lift height / Loader 3401 mm (11'2"); Max. reach 6670 mm (21'11"); Max. depth 5438 mm (17'10"); Tear-out force / Excavator 3540 daN (7,958 lbf); Break-out force / Excavator 5400 daN (12,139 lbf)	I agree and I acknowledge
2a.	If you have an exception to the above specification number 2, please provide the information here.	Clam Shell bucket will be delivered and invoiced after initial delivery of Backhoe.
Terms & Conditions		
1.	All freight charges shall be the responsibility of the winning Vendor.	I agree and I Acknowledge
2.	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I Acknowledge
3.	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of quote.	I agree and I Acknowledge
4.	Please provide ETA	06/01/2022
5.	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Quote invitation.	I agree and I Acknowledge

6.	Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of quotes.	I agree and I Acknowledge
7.	Vendor (____) IS) (____) IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
8.	Vendor (____) IS) (____) IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
9.	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I Acknowledge
10.	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I Acknowledge
11.	If the product differs from the provisions contained herein, these differences must be explained in detail.	N/A
12.	Vendors found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I Acknowledge
13.	Quoteing Errors: When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's Quote.	I agree and I Acknowledge
14.	Rejection of Quotes: The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I agree and I Acknowledge
15.	Award of Contract: Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.	I agree and I Acknowledge
Polychlorinated Biphenyls (PCBs)		

1.	Do you have reason to believe the product packaging contains measureable levels of PCBs?	No
2.	If so, were PCBs found at a measureable level?	No
3.	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
4.	If so, attach the results or note from whom the results can be obtained.	
5.	Do you have reason to believe the product contains measureable levels of PCBs?	No
Evaluation of Quotes		
1.	<p>Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I agree and I Acknowledge

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Product								
	1. Backhoe Loader	Backhoe Loader per minimum specifications	Base	Each	1.00	\$137,752.02	\$137,752.02	\$126,852.02 will be invoiced on delivery of the backhoe and \$10,900 will be invoiced on delivery of the 7 in 1 Clam Bucket. Sales Tax is included in quoted amount.
Freight								
	2. Freight	Freight	Base	Each	1.00	\$0.00	\$0.00	
Total Base Bid		\$137,752.02						



Agenda Sheet for City Council Meeting of: 07/11/2022

<u>Date Rec'd</u>	6/28/2022
<u>Clerk's File #</u>	OPR 2022-0499
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	RE 20114-20121

<u>Submitting Dept</u>	FLEET SERVICES
<u>Contact Name/Phone</u>	RICHARD GIDDINGS 625-7706
<u>Contact E-Mail</u>	RGIDDINGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100-PURCHASE OF 9 VEHICLES AND EQUIPMENT

Agenda Wording

Fleet Services would like to receive pre-approval to purchase/lease 9 Units for various departments. We have seen across the board monthly price increases ranging from 2%-5% on units.

Summary (Background)

Ordering banks are closing after 24 hours of being open, which is NOT typical. Receiving preapproval on the purchase/lease of these 9 Units will allow us to purchase/lease the units as they become available for purchase/lease and also allow us to avoid some of these price increases from the time a quote is received. These Units will replace units that have reached the end of their economic life. We recommend approval for the purchase/lease of 9 Units. Funding for these is included

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 1,165,000	<u>Budget Account</u>	# 9999-9999-9999-9999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	WALLACE, TONYA
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	6/13/22
<u>Council Sponsor</u>	Karen Stratton

Distribution List

mmartinez

Additional Approvals

Purchasing

Committee Agenda Sheet

Urban Experience Committee

June 13, 2022

Submitting Department	FLEET SERVICES
Contact Name & Phone	MICAELA MARTINEZ, 509-449-0959
Contact Email	MMARTINEZ@SPOKANECITY.ORG
Council Sponsor(s)	KAREN STRATTON
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	PURCHASE OF 9 VEHICLES AND EQUIPMENT
Summary (Background)	Fleet Services would like to receive pre-approval to purchase/lease 9 Units for various departments. We have seen across the board monthly price increases ranging from 2%-5% on units. We have also seen ordering banks closing a day after they open which is NOT typical. Receiving pre approval on the purchase/lease of these 9 Units will allow us to purchase/lease the units as the units become available for purchase/lease and also allow us to avoid some of these price increases from the time a quote is received. These Units will replace units that have reached the end of their economic life. We recommend approval for the purchase/lease of 9 Units. Funding for these is included in the department budgets. Please see attached List
Proposed Council Action & Date:	June 27, 2022, Approval
Fiscal Impact: Total Cost: estimated: \$1,165,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will continue to monitor pricing and availability of units to ensure we are purchasing/leasing appropriately.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a	

Committee Agenda Sheet
Urban Experience Committee
June 13, 2022

2022 PRE APPROVAL OF PURCHASED/LEASED VEHICLES AND EQUIPMENT

VEHICLE	DEPT	QTY	ESTIMATED COST (EACH)	LEASE OR PURCHASE
F600 CAB AND CHASSIS	SWC	2	\$ 85,000.00	PURCHASE
ECCR CONTAINER CARRIER BODIES OR SIMILAR	SWC	2	\$ 65,000.00	PURCHASE
MACK TERRA PRO CHASSIS OR SIMILAR	SWC	1	\$ 170,000.00	PURCHASE
AA WELDING ENDLESS CHAIN BODY OR SIMILAR	SWC	1	\$ 170,000.00	PURCHASE
REAR LOAD TRUCK CHASSIS	SWC	1	\$ 205,000.00	PURCHASE
LEACH REAR LOAD BODY	SWC	1	\$ 260,000.00	PURCHASE
LOADER	CODE ENFORCEMENT	1	\$ 60,000.00	PURCHASE OR LEASE
	TOTAL	9		



Agenda Sheet for City Council Meeting of:
07/11/2022

Date Rec'd	6/28/2022
Clerk's File #	OPR 2022-0500
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE20113

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICHARD GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-LEASE OF FORKLIFT

Agenda Wording

Fleet Services would like to lease a Forklift from Leavitt, Spokane WA, for \$1,929 a month for 6 months. This unit is needed for daily operations. A replacement has been ordered but will not be here timely.

Summary (Background)

The forklift is needed for daily operations. A replacement has been ordered but will not arrive timely.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 11,574

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-54501-99999

#

#

#

Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other 6/13/2022

Council Sponsor Karen Stratton

Distribution List

mmartinez

Additional Approvals

Purchasing

ACCOUNTING - LEASE BAIRD, CHRISTI

Committee Agenda Sheet

Urban Experience Committee

June 13, 2022

Submitting Department	FLEET SERVICES
Contact Name & Phone	MICAELA MARTINEZ, 509-449-0959
Contact Email	MMARTINEZ@SPOKANECITY.ORG
Council Sponsor(s)	KAREN STRATTON
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	LEASE OF FORKLIFT
Summary (Background)	Fleet Services would like to lease a Forklift from Leavitt, Spokane WA, for \$1,929 a month for 6 months. This unit is needed for daily operations. A replacement has been ordered but will not be here timely.
Proposed Council Action & Date:	June 27, 2022, Approval
Fiscal Impact: Total Cost: estimated: \$11,574.00 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will monitor the operation of the unit to ensure it is meeting the needs of the City.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a	

Tuesday, March 29, 2022

PREPARED FOR

CITY OF SPOKANE - PURCHASING
808 W SPOKANE FALLS BLVD.
SPOKANE, WA-Washington 99201
USA

REFERENCE

Effective 3/29/2022 to 4/8/2022
Quote # QUO-47738-Q4W6L0
Account Manager Sean Carlson
Direct Phone 509-590-8161
E-mail SCarlson@leavitt.ca

HYUNDAI - 25L-7A Proposal: Leavitt Machinery is pleased to provide this proposal with the following specs.

25L-7A LP fuel 5,000 lb capacity at 24 inches load center

Basic Chassis Configuration:

Engine

Hyundai L4KB 2.4 L engine : 59hp @ 2,300rpm, EPA / CARB
Tier IV Final Compliant

Powertrain

Single speed transmission, Wet disk brakes, Pneumatic Drive
Tires and Steer Tires

Hydraulic system

Power steering, 3rd spool valve and lever, Levers on bonnet,
Adjustable steering handle angle

Electrical system

Instrument panel, Back up alarm, OPSS, Front lights, Rear
combination lights, Rear handle with horn switch(N/A with
Cab)



OHG & Others

85" height OHG, Rear view mirror, Grammer full suspension
seat with orange seat belt, Swing out LP tank bracket

YOUR CONFIGURATION			
Chassis	1	25L-7A 5000 lbs. capacity LP Pneumatic Tire Forklift	
Mast	1	185" 3 STAGE FULL FREE MAST / 86" OALH	
Sideshift and Fork Positioners	1	Cascade Sideshifter (incl. Hook carriage)	
Forks	1	47.2 Inch Forks - 1.8" x 47.2" x 3.9"	
Tires	1	Single Solid Drive and Steer Tires	
Optional Equipment	1	Flat bar Top OHG	
Optional Equipment	1	LED Strobe Light - Amber	
Controls & Seats	1	Standard Seat	
Add On Components	1	33.5# Steel LP Tank	
Add On Components	1	Capacity Plate Revision	
Hydraulic Hosing	1	4th Hosing for 3 Stage	
Hydraulic Control Valve	1	4th Hydraulic Valve with Lever	
Shop install	1	Install 2 Hydraulic Function Attachment	
Option	1	Capacity Plate Revision	

4405 E Trent Avenue | Spokane | WA | 99212



YOUR CONFIGURATION		
Add On Components	1	Cascade 50D class 2 Reman Fork Clamp w/ 2x6x48" usable length forks
Shop Install	1	Remove facctory sideshifter
Customer Service	1	Hyundai Break In Service

WARRANTY		
Standard Warranty	Forklifts - 3 year or 4000 hours, Loaders 3 years or 3000 hours	
FLEET MAINTENANCE		
Selling Dealer to be responsible for repairs under warranty, for reporting utilization and is responsible for quarterly performance reviews. Customer is responsible for all service and maintenance including weekly greasing and wearables like tires, rims, nuts, studs, glass, lights, seats, wipers, wiper motors. Customer is responsible for damages due to misuse and/or abuse.		
PRICING		
RPO	Rate based on a 6 month term and 2000 hours per annum.	\$1,939.00 USD/mth
	Option to purchase at the end of the term	\$40,501.89

Rental Purchase Option (RPO) standard payment terms – Net 10 days, on preauthorized payment or wire/electronic funds transfer. All taxes and enviro fees are extra. Customer Proof of Insurance is required prior to releasing the order and starting the contract. When applicable on electric/battery powered equipment, the customer is responsible for installation of charger. Contracts will be subject to a documentation fee. Cancellation of an order will result in up to a 50% restocking fee (of equipment value). Prices are subject to change due to exchange or interest rate fluctuations. Subject to change due to manufacturer specifications, supply availability and government import/export laws. Your product configuration may not be exactly as shown in the image on this quote. Based on 1-6 month rental purchase.

Your signature constitutes an acceptance of the machine specifications above.

Quantity _____

CITY OF SPOKANE - PURCHASING

Leavitt Machinery

Authorized Agent Signature

Authorized Agent Signature

Date Signed

Date Signed

Printed Name

Sean Carlson

Printed Name

Title/Position

Industrial Sales & Rentals Rep

Title/Position

Customer Purchase Order Number

4405 E Trent Avenue | Spokane | WA | 99212



Sales

Service Parts Rentals Training

Toll Free: 1-866-LEAVITT (532-8488)

www.leavittmachinery.com

Our Product Support and Customer Service Focus

Leavitt Machinery is proud to have the opportunity to propose our products to you and want to ensure that you are confident in our ability to support your needs!

The success of your potential purchase from us will come with the highest level of Product Support and Customer Service in the industry.



Health & Safety

COR Certified
 Comprised of a Safety Task Force and Committee
 Weekly Tool Box Meetings in every location
 Ongoing Safety Bulletins distributed company wide
 Monthly Branch Safety Audits and Meetings



Operator Training

Training over 30,000 operators annually in all disciplines
 Over 20 full-time trainers on staff - Expertise and Certified Courses
 Training can be conducted on site, or in one of our professional facilities
 Courses are recognized by WCB and OH&S Learning Management System (LMS) for customers providing effective risk management



Service

Over 160 factory trained technicians
 Full-time Technical Support Center
 Industry leading tooling and technology – check out our Service App!



Parts

Over \$14 million in inventory
 Aggressive and automated stocking parameters
 Parts Support Center for overflow calls and outlying areas with over 100 years of industry experience



Short Term Rentals

Over 2,300 pieces of equipment
 Forklifts, Telehandlers, Aerial Work Platforms, Scissor Lifts, Heaters, Light Towers, Compressors, Light Towers, Industrial Sweepers, Terminal Tractors



Used Equipment

Over 1,500 pieces of equipment in stock
 Asset disposal services
 Auction services

4405 E Trent Avenue | Spokane | WA | 99212



Agenda Sheet for City Council Meeting of:
07/11/2022

Date Rec'd	6/22/2022
Clerk's File #	OPR 2017-0197
Renews #	

Submitting Dept	FINANCE, TREASURY & ADMIN	Cross Ref #	
Contact Name/Phone	CONNOR THORNE 6091	Project #	
Contact E-Mail	WTHORNE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0410 LOOMIS CONTRACT EXTENSION		

Agenda Wording

Amendment to extend and add funding to the original Loomis contract OPR 2017- 0197

Summary (Background)

The City has finalized their State contract with Loomis effective 5/1/2022. The invoices for services covering January 2022 through April 2022 will be covered under the previously held contract which expired on 12/31/2021. As the invoices from Jan-April need to be paid, a contract extension was put in place to extend the expiration date from 12/31/2021 to 4/30/2022.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

Expense	\$ 18,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head WALLACE, TONYA

Division Director WALLACE, TONYA

Finance MURRAY, MICHELLE

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other 5/16/22 Finance committee

Council Sponsor CM Wilkerson

Distribution List

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twallace@spokanecity.org

cwahl@spokanecity.org

rgraybeal@spokanecity.org

laga@spokanecity.org

dan.rushing@us.loomis.com

Committee Agenda Sheet

Finance & Administration

Submitting Department	Finance, Treasury and Administration – Treasury Services
Contact Name & Phone	Conner Thorne 625-6091
Contact Email	wthorne @spokanecity.org
Council Sponsor(s)	Betsy Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Loomis Contract Extension
Summary (Background)	<p>The City has finalized their State contract with Loomis effective 5/1/2022. The invoices for services covering January 2022 through April 2022 will be covered under the previously held contract which expired on 12/31/2021. As the invoices from Jan-April need to be paid, a contract extension was put in place to extend the expiration date from 12/31/2021 to 4/30/2022.</p>
Proposed Council Action & Date:	Approve of Loomis extension covering invoices from January 2022-April 2022
Fiscal Impact: Total Cost: \$18,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts: N/A	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This extension helps to ensure the City is compliant with its cash handling procedures.	



AMENDMENT

Effective January 1st, 2022, the parties hereto agree that the following paragraphs shall serve to amend the Agreement, dated January 1st, 2017, by and between Loomis Armored US, LLC ("LOOMIS") and City of Spokane ("CUSTOMER") (the "Agreement").

1. **Defined Terms:** Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the definitions ascribed to them in the Agreement.
2. **Amended Items:** The following terms are hereby added to the Agreement:

Term: Service will begin on the 1st day of January 2022 and shall continue until the 30th day of April 2022. CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained herein. Except as expressly stated herein, CUSTOMER understands and agrees that this Agreement contains no provision for early termination in whole or part. Either party may terminate this Agreement with five (5) days written notice in the event of bankruptcy, or insolvency of the other party. Loomis may terminate this Agreement with thirty (30) days written notice in the event of a material reduction or cancellation of LOOMIS' insurance.

3. **Authority:** Each party hereby represents and warrants to the other that it has full power to enter this Amendment.

All of the terms and conditions of the Agreement shall continue in full force and effect except as modified by the terms of this Amendment. Terms not defined herein shall be as defined in the Agreement. By executing this Amendment, the parties hereto ratify and confirm the terms of the Agreement, as modified by the terms of this Amendment. This Amendment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. All references in the Agreement in and/or to "this Agreement" and words of a like nature shall be deemed to refer to the Agreement, as amended and supplemented by this Amendment.

CUSTOMER

By _____
Printed Name _____
Title _____
Date _____

LOOMIS

By _____
Printed Name _____
Title _____
Date _____

< Business Lookup

License Information:

[New search](#) [Back to results](#)**Entity name:** LOOMIS ARMORED US, LLC**Business name:** LOOMIS, FARGO & CO.**Entity type:** Limited Liability Company**UBI #:** 578-078-890**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 806 E 2ND AVE
SPOKANE WA 99202-2248**Mailing address:** 2500 CITYWEST BLVD
STE 2300
HOUSTON TX 77042-9000**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this license	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business	T12023658BL			Active	Dec-31-2022	Oct-15-2012

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

Governing people	Title
LARREA, ARITZ	
OTERO, PATRICK	



Registered Trade Names

Registered trade names	Status	First issued
LOOMIS	Active	May-23-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
2/21/2022 4:09:34 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2022

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

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

PRODUCER Marsh USA Inc 2929 Allen Parkway, Suite 2500 Houston, TX 77019		CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
CN102019889-LOOMI-CARGO-20- Evid 1M No No		INSURER(S) AFFORDING COVERAGE	
INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042		INSURER A : (See Attached)	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:**

HOU-003887033-01

REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Cargo			See Attached	01/01/2020	01/01/2023	Limit: 1,000,000

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

Evidence of Insurance Only

CERTIFICATE HOLDERCity of Spokane
1100 W Mallon Ave
Spokane, WA 99260**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

Marsh USA Inc.

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Marsh USA Inc		NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Primary CIT & Terrorism:
100% XL Specialty Insurance Company
Policy No. FINST1700086

1st Excess CIT & Terrorism:
100% Lloyd's Underwriters
Policy No. FINST2000021

The (CIT policy numbers as attached) placement was made by Marsh Ltd. (UK). Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

REMARKS (SPECIAL CONDITIONS):

GEOGRAPHICAL LIMITS:

Within and between the United States of America and/or Dominion of Canada and/or Puerto Rico and/or other places in the world.

SUBJECT MATTER INSURED (PROPERTY):

Including but not limited to: money, currency, coins, banknotes, debit and credit card sales, Federal Reserve notes, funds held in account by a financial institution, postage and revenue stamps, savings stamps, food stamps, coin tokens, telephone cards, bouillon, precious metals of all kinds and in any form and articles made there from, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, bonds, securities, evidence of debts, debentures, scrips, certificates, receipts, warrants, rights, transfers, coupons, drafts, trading stamps and coupons, bills of exchange, acceptance notes, cheques, withdrawal orders, money orders, travelers' cheques, letters of credit, bills of lading, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or upon chattels and upon interest therein, and assignments or such policies, mortgages and instruments and all other negotiable and non-negotiable valuable papers and documents, electro-magnetic tapes and/or computer software and components, fine arts, mobile phones and any other items of any nature whatsoever.

COVERING:

This insurance shall indemnify the Assured in respect of their legal liability arising under statute and/or contract and/or common law and/or otherwise for physical loss or physical destruction of or physical damage to property as defined elsewhere herein.

EXCLUSIONS

Notwithstanding anything herein to the contrary, (except where included in the Institute War Clauses) this policy does not cover:

WAR & CIVIL WAR

1. Loss or damage caused by or resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power or confiscation to or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

AGENCY CUSTOMER ID: CN102019889

LOC #: Dallas

**ADDITIONAL REMARKS SCHEDULE**Page 3 of 3

AGENCY Marsh USA Inc		NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

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

2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub"clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial , agricultural, medical, scientific or other similar peaceful purposes.

2.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

It is agreed for the avoidance of doubt that the foregoing clause shall not apply where the proximate cause of Loss is theft. This exclusion shall not apply where the use or operation, of any weapon as described in 12.5 above facilitates the theft, robbery, burglary, hold-up, or other criminal taking of Property.

It is agreed for the avoidance of doubt that the foregoing clause shall not apply where the proximate cause of loss is theft.

DISHONEST OR FRAUDULENT ACTS OF DIRECTORS

3 This policy does not cover Loss resulting directly from any dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) of Board Directors of Loomis AB except in the event of any such dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) such Board Director is performing acts coming within the scope of the usual duties of an Employee of the Assured .

SANCTION LIMITATION AND EXCLUSION CLAUSE

4 Insurers shall not be deemed to provide cover and Insurers shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2022

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PRODUCER Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
CN102019889-STND-AW-22-23	Evid	ALWC	No	No
INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042		INSURER(S) AFFORDING COVERAGE		
		INSURER A: Arch Insurance Company		NAIC # 11150
		INSURER B: Arch Indemnity Insurance Company		30830
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

HOU-003887034-01

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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 <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			41CAB1034202 (AOS) 41CAB1034302 (MA)	01/01/2022 01/01/2022	01/01/2023 01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	41WCI1034002 (AOS) 44WCI1034102	01/01/2022 01/01/2022	01/01/2023 01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)
Evidence of Insurance Only

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 1100 W Mallon Ave Spokane, WA 99260	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 <i>Marsh USA Inc.</i>
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2022

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PRODUCER Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):		
CN102019889-STND-G-22-23	Evid	GL	No	No
INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A : AXA XL		24554		
INSURER B :				
INSURER C :				
INSURER D :				
INSURER E :				
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

HOU-003887035-01

REVISION NUMBER: 3

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		US00095082L122A	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

City of Spokane
1100 W Mallon Ave
Spokane, WA 99260

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

Marsh USA Inc.

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

07/11/2022

Date Rec'd

6/23/2022

Clerk's File #

OPR 2022-0501

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Contact Name/Phone

CHRIS 625-4618

Contact E-Mail

CPETERSCHMIDT@SPOKANECITY.OR

Agenda Item Type

Contract Item

Agenda Item Name

4320 MOU WITH AVISTA FOR CLARK STREET LIFT STATION

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Consent for MOU with Avista for use and access to the Clark Street Lift Station property.

Summary (Background)

Avista and the City are collaborating, and Avista is installing a pad lockable and climate-controlled NEMA-4 enclosure that will receive external power, have a backup power system, and will house a router and programmable logic control, which will collect USGS's Sutron Meter data via a 4-20mA analog signal and transmit the data over a DSL connection, and includes electric wiring, conduit and disconnects (hereinafter "Equipment");

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

GENNETT, RAYLENE

Study Session\Other

PIES 5/23/22

Division Director

FEIST, MARLENE

Council Sponsor

CM Kinnear

Finance

KECK, KATHLEEN

Distribution List**Legal**

SCHOEDEL, ELIZABETH

hbarnhart@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kkeck@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

Tax & Licenses

cpeterschmidt@spokanecity.org

rhulvey@spokanecity.org

todd.colton@avistacorp.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

and the Equipment will be located within the security fencing of the Property, outside the Building and will require electric power for operation. Power usage is anticipated to be nominal - approximately 257.63 kW hours a month Avista's contractor will install needed conduit, wiring and disconnects for power from inside the Building to a point on the outside of the building, on the Property. RESPONSIBILITIES. Avista agrees as follows: a. Avista will purchase, install, maintain, and own said Equipment. b. Coordinate with City for installation of Equipment. c. Avista will install power disconnects on the Property. City agrees as follows: a. Provide electric power for the Equipment. b. Provide access inside the security fencing and the Building for initial installation at the Property for Avista and its contractor. c. Observe the work performed by Avista and its contractor. d. Provide access inside the security fencing only to Avista for maintenance and operation of its equipment.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

derek.v.mcleod@avistacorp.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	
Contact Name & Phone	
Contact Email	
Council Sponsor(s)	
Select Agenda Item Type	<div style="display: flex; justify-content: space-around; align-items: center;"> Consent Discussion Time Requested: _____ </div>
Agenda Item Name	
Summary (Background)	
Proposed Council Action & Date:	
Fiscal Impact: Total Cost: Approved in current year budget? Yes No N/A <div style="display: flex; justify-content: space-between;"> Funding Source One-time Recurring </div> Specify funding source: <div style="display: flex; justify-content: space-between;"> Expense Occurrence One-time Recurring </div> Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

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

**MEMORANDUM OF AGREEMENT BETWEEN THE
CITY OF SPOKANE AND AVISTA FOR USE AND ACCESS**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this ____ day of _____, 2022, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and AVISTA CORPORATION, a Washington corporation, as ("AVISTA"), hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, U.S. Department of the Interior, U.S. Geological Survey ("USGS") and the City cooperate for operation and maintenance of a stream level gage ("Cochran Gage") for the Spokane River for water resource data collection; and

WHEREAS, the USGS instrumentation is located on City owned property located at 2414 W Clarke Ave, Spokane, WA 99201, more commonly known as the Clark Street Lift Station. Said Property contains the Lift Station Building ("Building"), in addition to perimeter security fencing (the "Property"); and

WHEREAS, Avista and the City are collaborating, and Avista is installing a pad lockable and climate-controlled NEMA-4 enclosure that will receive external power, have a backup power system, and will house a router and programmable logic control, which will collect USGS's Sutron Meter data via a 4-20mA analog signal and transmit the data over a DSL connection, and includes electric wiring, conduit and disconnects (hereinafter "Equipment"); and

WHEREAS, the Equipment will be located within the security fencing of the Property, outside the Building and will require electric power for operation. Power usage is anticipated to be nominal – approximately 257.63 kW hours a month Avista's contractor will install needed conduit, wiring and disconnects for power from inside the Building to a point on the outside of the building, on the Property; and

WHEREAS, the Parties have agreed to terms and conditions and hereby wish to memorialize their agreement for installation, access and use of Equipment.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. PURPOSE.

This Agreement involves a collaboration between the City and Avista for:

- a. installation by Avista of electric conduit and wires within the Building that terminate at disconnects on the outside of the Building and power the Equipment, which will allow Avista to collect and transmit river data directly from the USGS gage used to measure the flows of the Spokane River; and
- b. access onto and inside the Property security fencing for installation, maintenance and operation of the Equipment.

2. GRANT of ACCESS.

Installation of Equipment: City grants permission to Avista and its representatives, including employees, consultants, and contractors to enter the Property and the Clark Street Lift Station Building, in conjunction with City Staff to install and reconfigure power connections for installation of Equipment.

Maintenance: City grants permission to Avista and its representatives, including employees, consultants and contractors to enter the Property at reasonable times for the sole purpose of operating and maintaining the Equipment. All activities will be conducted in accordance with this Agreement. Grant of access does not extend to any other locations at this property or other property owned by City, other than as provided within this Agreement and may be revoked upon good cause.

3. RESPONSIBILITIES.

Avista agrees as follows:

- a. Avista will purchase, install, maintain, and own said Equipment.
- b. Coordinate with City for installation of Equipment.
- c. Avista will install power disconnects on the Property.

City agrees as follows:

- a. Provide electric power for the Equipment.
- b. Provide access inside the security fencing and the Building for initial installation at the Property for Avista and its contractor.
- c. Observe the work performed by Avista and its contractor.
- d. Provide access inside the security fencing only to Avista for maintenance and operation of its equipment.

4. CONSIDERATION. Consideration for this Agreement, Avista will pay to City the amount of Three Thousand and no/1000 dollars (\$3,000) to cover the costs of electric power usage for the Term of this Agreement. Said Payment shall be within 30 days of execution of this Agreement

5. TERM. This Agreement will start May 1, 2022 and will be in effect for a period of fifty (50) years unless terminated by either Party. Either Party may provide the other Party written notice of termination upon twelve (12) months prior notice. Notwithstanding the foregoing, in the event the power usage of the Equipment exceeds 360 kWh per month, the Parties may renegotiate this Agreement.

6. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

7. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, which has not been resolved through discussion of the Parties representatives, the Parties shall, as a condition precedent to taking any legal action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

8. ASSIGNMENT. Neither party may assign this Agreement without written consent by the other party, except that Avista may assign this Agreement to an affiliate or subsidiary or to a successor in interest that acquires (whether by operation of law, merger, or otherwise) all or substantially all of Avista's property and assets.

9. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.

10. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

11. WAIVER OF BREACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

12. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.

13. NOTICES. All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the

Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other party:

City: City of Spokane
Wastewater Management Department
909 E. Sprague Avenue
Spokane, WA 99201
(509) 625-7900

Avista: Spokane River Licensing Dept.
MSC -1
1411 E. Mission Avenue
Spokane, WA 99202

14. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section No. 4 above.
- C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance with Section No.5.
- H. Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

Dated: _____

AVISTA CORPORATION

Dated: _____

CITY OF SPOKANE

Mayor/City Administrator

Approved as to form:

ATTEST:

Assistant City Attorney

City Clerk

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

07/11/2022

Date Rec'd

6/28/2022

Clerk's File #

OPR 2016-0750

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Cross Ref #**Contact Name/Phone**

TONYA REISS 625-7960

Project #**Contact E-Mail**

TREISS@SPOKANECITY.ORG

Bid #

ITRON

Agenda Item Type

Contract Item

Requisition #

RE 20105

Agenda Item Name

4100 - METER READING SUPPORT SERVICES

Agenda Wording

Renewal of existing contract for meter reading support services with Itron, Inc. (Liberty Lake, WA) for \$11,344.87 including tax.

Summary (Background)

In 2016, the City initiated a minor contract for support services needed for the Water department's meter reading product. That contract has since been renewed on an annual basis. This year's renewal brings the total multi-year value of the agreement to \$159,846.97. This renewal will support use of the existing product through June 2023.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 11,344.87

4100-42435-34148-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

SEARL, LOREN

Study Session\Other

PIES 6/27/2022

Division Director

FEIST, MARLENE

Council SponsorCOUNCILMEMBER
KINNEAR**Finance**

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

SHARI MURPHY - shari.murphy@itron.com

For the Mayor

ORMSBY, MICHAEL

sjohnson@spokanecity.org

Additional Approvals

wateraccounting@spokanecity.org

Purchasing

PRINCE, THEA

angie.combs@itron.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES) Committee

Submitting Department	4100 Water & Hydroelectric Services
Contact Name & Phone	Loren Searl, 509-625-7851
Contact Email	lsearl@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>6/27/22</u>
Agenda Item Name	Meter Reading Support Services Contract Renewal
Summary (Background)	<i>In 2016, the City's Accounting department initiated a minor contract for support services needed for the Water department's meter reading product. That contract has since been renewed on an annual basis. This year's renewal brings the total multi-year value of the agreement to \$159,846.96. The annual value of this year's services is \$11,344.86 including tax. This renewal will support use of the existing product through June 2023.</i>
Proposed Council Action & Date:	Approval, 7/11/2022
Fiscal Impact: Total Cost: <u>\$11,344.86 including tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify Funding Source: Water Department Contractual Services Budget Expense Occurrence: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This contract will ensure continued functional accuracy of the City's existing water meter reading infrastructure.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? City personnel have historically and will continue to work closely with the supplier to proactively address any issues that arise.	

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

This project maintains functionality of existing equipment to ensure achievement of the greatest possible value out of the City's historical investment.



City of Spokane

CONTRACT RENEWAL

**Title: Annual Renewal System
Support for Itron Software**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Itron, Inc.**, whose address is 2111 North Moulter Road, Liberty Lake, Washington 99019 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide for the City, Support Services for the Software used for Meter Reading for the Water & Hydroelectric Services; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

WHEREAS, a revision of the service pricing has taken place which shall be incorporated into this renewal as Exhibit A referred to as Amendment 6 and Maintenance Renewal Quote to the Master Sale Agreement between the City of Spokane and Itron, Inc.; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated July 1, 2016, 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 DATE.

This Contract Renewal shall become effective on July 1, 2022 and shall end June 30, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ELEVEN THOUSAND THREE HUNDRED FORTY-FOUR AND 87/100 (\$11,344.87)** 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.

ITRON, 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:

Attachment A – Certificate of Debarment

Exhibit A – Amendment 6 to the Master Sale Agreement between the City of Spokane and Itron, Inc., and Service Pricing dated February 18, 2022

U2022-041

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)

**Amendment 6 to the
Master Sales Agreement
Between the
City of Spokane and Itron, Inc.**

This Amendment 6 (this “Amendment”) is effective as of latest date signed herein.

RECITALS

WHEREAS, Itron, Inc. (“Itron”) and the City of Spokane (“Customer”) entered into that certain Master Sales Agreement dated July 1, 2016 (the “Agreement”);

WHEREAS, the parties wish to amend the Agreement for the purpose of updating the Service Pricing to the Maintenance & Support Services Addendum; and

NOW, THEREFORE, in consideration of the mutual promises and obligations below, Itron and Customer agree as follows:

1. Except as otherwise defined in this Amendment, capitalized terms herein shall have the meanings set forth in the Agreement.
2. Delete the attachment “Service Pricing, Contract Number SC00006657, contract duration 01-JUL-2021 to 30-JUN-2022” and replace with the attachment “Service Pricing, Contract Number SC00006657, contract duration 01-JUL-2022 to 30-JUN-2023”.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

INTENDING TO BE LEGALLY BOUND, each party represents and warrants that it has all necessary power and authority to enter into this Amendment to the Agreement.

City of Spokane	Itron, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



Date Printed: 18-FEB-2022

Service Pricing

Page: 1 of 1

Customer Name: City of Spokane, Washington
Customer Number: 1225
Bill To Contact: Angela Cline
Customer Address: 914 E North Foothills Dr
Spokane,WA 99207-2735

Contract Number: SC00006657
Description: City of Spokane, Washington - FCS

Contract Duration: 01-JUL-22 - 30-JUN-23

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
HARDWARE					
ITRON MOBILE RADIO MAINTENANCE	66037780	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037781	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037782	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037802	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037803	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037804	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037805	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037806	01-JUL-22	30-JUN-23	1	144.00
			Subtotal :	8	1,152.00
SIDELOOKER ANTENNA		01-JUL-22	30-JUN-23	1	125.93
			Subtotal :	1	125.93
MC3 RF	74007187	01-JUL-22	30-JUN-23	1	3,437.73
			Subtotal :	1	3,437.73
	HARDWARE		Subtotal :	10	4,715.66
SOFTWARE					
FCS SFTW, 75001-100000 ENDPOINTS, ELECTRONIC DELIVERY		01-JUL-22	30-JUN-23	1	5,692.47
			Subtotal :	1	5,692.47
	SOFTWARE		Subtotal :	1	5,692.47
Contract Grand Total:				11	10,408.13

NOTE: This is not an invoice



< **Business Lookup**

License Information:

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

Entity name:	ITRON, INC.
Business name:	ITRON, INC.
Entity type:	Profit Corporation
UBI #:	600-337-134
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	2111 N MOLTER RD LIBERTY LAKE WA 99019-9469
Mailing address:	2111 N MOLTER RD LIBERTY LAKE WA 99019-9469



Excise tax and reseller permit status:

Click here

Secretary of State status:

Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Dec-31-2022	Jan-08-2021
Liberty Lake General Business				Active	Dec-31-2022	Dec-03-2020
Olympia General Business - Non-Resident	25610			Active	Dec-31-2022	Apr-30-2013
Richland General Business - Non-Resident				Active	Dec-31-2022	Oct-07-2020
Spokane General Business - Non-Resident	T12027883BL			Active	Dec-31-2022	Oct-15-2012

Governing People

May include governing people not registered with Secretary of State

Governing people	Title
DEITRICH, THOMAS	
<div></div>	

Governing people

Title

HLAVINKA, SARAH

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
6/17/2022 7:40:45 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2021

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

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

PRODUCER Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Seattle.CertRequest@marsh.com / FAX 212-948-4326	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Itron, Inc. Attn: Yvonne Tanak 2111 N. Molter Road Liberty Lake, WA 99019-9469	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company Of America INSURER B: The Travelers Indemnity Company INSURER C: N/A INSURER D: National Union Fire Insurance Company of Pittsburgh, INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

SEA-003661143-08

REVISION NUMBER: 6

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HC2J-GLSA-9F337679-21	08/31/2021	08/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 DEDUCTIBLE \$ 250,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAP-1J668762-21	08/31/2021	08/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 2,500
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	UB-8N023175 (AOS) UB-8N033212 (WI,MA,NE)	10/01/2021 10/01/2021	10/01/2022 10/01/2022	<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
D	Errors & Omissions		01-571-50-48	08/31/2021	08/31/2022	Limit: 2,000,000 SIR: \$1,000,000

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

City of Spokane is included as additional insured (except workers compensation and errors & omissions) where required by written contract. General liability insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract. Cyber Liability is included in Errors & Omissions.

CERTIFICATE HOLDER

City of Spokane
914 E North Foothills Dr
Spokane, WA 99207

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

Marsh USA Inc.

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Agenda Sheet for City Council Meeting of:
07/11/2022

Date Rec'd	6/29/2022
Clerk's File #	OPR 2020-0356
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2018085
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 27340
Agenda Item Name	0370 – HATCH ROAD BRIDGE (2018085) DESIGN CONTRACT AMENDMENT		

Agenda Wording

Contract Amendment with Nicholls Kovich Engineering, PLLC for design and additional construction support of Hatch Road Bridge. (Latah/Hangman Neighborhood Council)

Summary (Background)

Construction crews are in the process of replacing the deck on Hatch Road Bridge. Additional design and construction support is needed to complete the project.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Expense	\$ \$16,500.00	<u>Budget Account</u>	# 3200 48400 95300 56501 86054
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals

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

Council Notifications

<u>Study Session\Other</u>	PIES 6/27
<u>Council Sponsor</u>	Kinnear

Distribution List

<u>Legal</u>	eraea@spokanecity.org
<u>For the Mayor</u>	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>	kgoodman@spokanecity.org

<u>Purchasing</u>	dbuller@spokanecity.org
<u>GRANTS, CONTRACTS & PURCHASING</u>	ddaniels@spokanecity.org
	susan@nichollskovich.com

Committee Agenda Sheet

2018085

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Consultant Budget Increase
Summary (Background)	<ul style="list-style-type: none"> Construction crews are in the process of replacing the deck on the Hatch St. Br over Latah (Hangman) Cr. just east of Hwy 195, south of town. That project is on schedule for completion later this summer. Unfortunately, there have been some construction issues that have resulted in the bridge structural engineering consultant to provide additional construction support and has exceeded their budget. Because city personnel lacks expertise in bridge construction details, the involvement of this consultant is essential. The requested increase is approx. \$16,500.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No X N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

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

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

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>2</u>		Organization and Address	
Original Agreement Number OPR 2020-0356		Nicholls Kovich Engineering, PLLC PO Box 1050, Veradale, WA 99037 Phone: 509-921-6747	
Project Number BHM-3881(010) - 2018085	Execution Date March 30, 2020	Completion Date December 31, 2022	
Project Title Hatch Road Bridge Deck Replacement	New Maximum Amount Payable \$148,870.46		
Description of Work Construction crews are in the process of replacing the deck on Hatch Road Bridge. Additional structural engineering construction support is needed to complete the project.			

The Local Agency of City of Spokane
desires to supplement the agreement entered in to with Nicholls Kovich Engineering, PLLC
and executed on March 30, 2020 and identified as Agreement No. OPR 2020-0356
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

N/A

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2022

III

Section V, PAYMENT, shall be amended as follows:

New maximum payable of \$148,870.46 (\$132,370.46+\$16,500.00=\$148,870.46)

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Susan M. Kovich By: Nadine Woodward

Consultant Signature

Approving Authority Signature

Date

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

07/11/2022

Date Rec'd

6/29/2022

Clerk's File #

OPR 2022-0502

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

DAN BULLER 625-6391

Project #

2021068

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 23736

Agenda Item Name

0370 – LOW BID AWARD – 44TH AVENUE (2021068) – SHAMROCK PAVING

Agenda Wording

Low Bid of Shamrock Paving, Inc. (Spokane, WA) for the 44th Avenue - Crestline to Altamont in the amount of \$693,306.45. An administrative reserve of \$69,330.65, which is 10% of the contract price, will be set aside.(Southgate Neighborhood)

Summary (Background)

On June 27, 2022 bids were opened for the above project. The low bid was from Shamrock Paving, Inc. in the amount of \$693,306.45, which is \$2,581.95 or 0.4% under the Engineer's Estimate; five other bids were received as follows: Inland Infrastructure LLC - \$714,008.00, DW Excavating, Inc. - \$756,292.00, Wm. Winkler Company - \$912,199.50, Inland Asphalt Company - \$974,479.00, and LaRiviere, Inc. - \$1,019,813.00.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 200,000.00

3200 49197 42300 54201 23006

Expense \$ 562,637.10

1100 21700 42300 54201 23006

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

PIES 4/25

Division Director

FEIST, MARLENE

Council Sponsor

Beggs/Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

PRINCE, THEA

jgraff@spokanecity.org

ddaniels@spokanecity.org

pyoung@spokanecity.org

kent@murphybros.us

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Paving Unpaved Streets – 44 th Ave.
Summary (Background)	<ul style="list-style-type: none"> • This project paves the currently unpaved 44th Ave. between Crestline St. and Altamont St., a three block stretch, 900' in length. • 44th Ave. provides a key link between Regal St. and Crestline St., both arterials, in an area of the south hill lacking east-west connectivity. See attached exhibit. • All other area streets are paved. • Curb, sidewalk, stormwater treatment swales and street trees are planned on the fully developed north side of the street. • These amenities are not planned on the south side of the street since that side is underdeveloped and will likely be redeveloped in the future at which time developers of those parcels will be required to install these improvements. • Bike lanes will be striped in accordance with the City master bike plan. • Related stormwater upgrades will be installed to address stormwater deficiencies at the intersection of 44th and side streets. • This project is with TBD and local impact fees.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

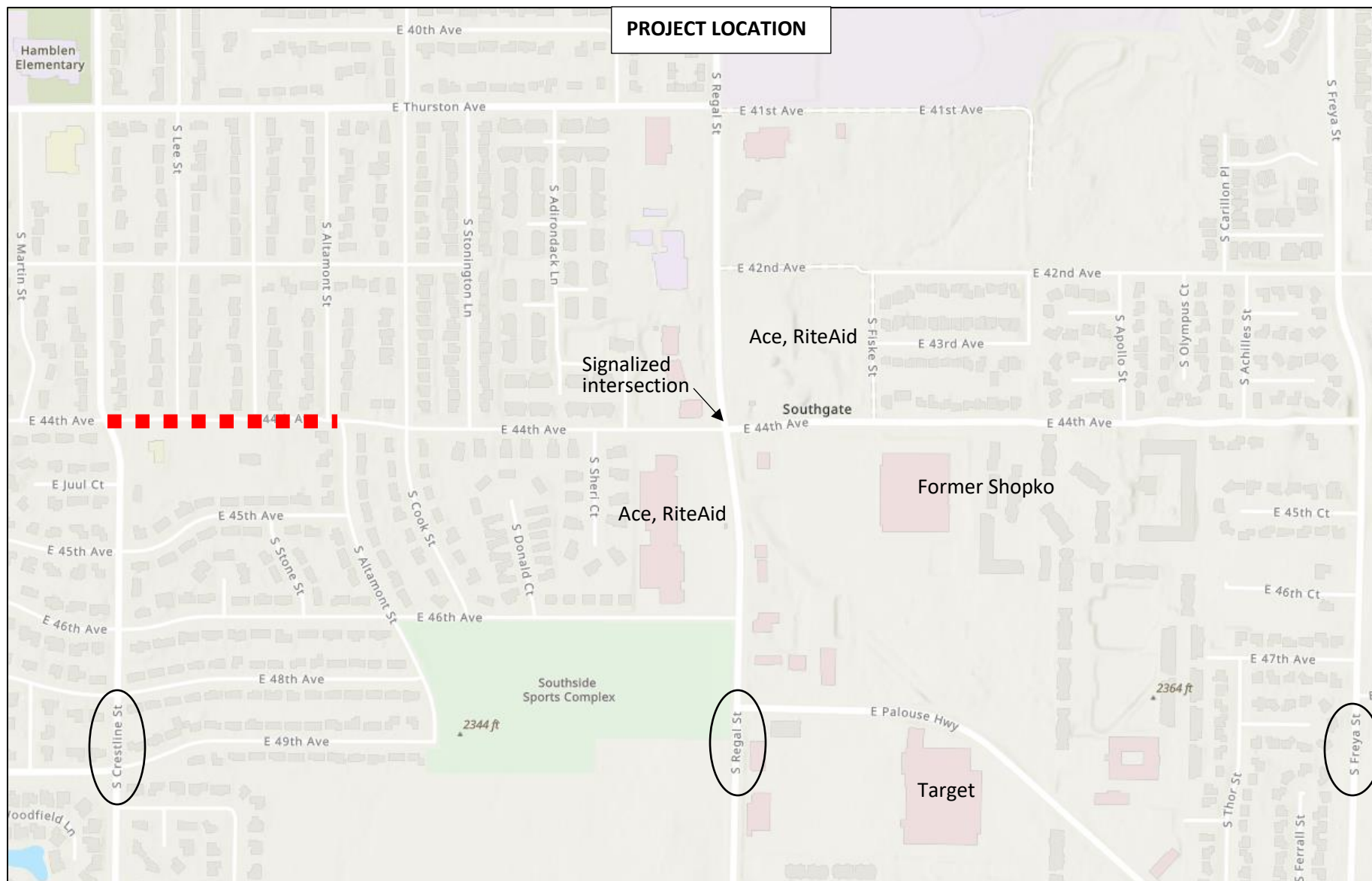
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



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

Project Number **2021068**

Project Description 44th Ave. - Crestline to Altamont

Original Date

6/27/2022 1:00:00 PM

Project Number: 2021068			Engineer's Estimate		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		DW EXCAVATING INC (Submitted)		WM WINKLER COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	1,500.00	1,500.00	1,365.00	\$1,365.00	1,650.00	\$1,650.00	2,900.00	\$2,900.00	1,300.00	\$1,300.00
2	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	5,000.00	\$5,000.00	1,400.00	\$1,400.00	150.00	\$150.00	16,500.00	\$16,500.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	600.00	600.00	500.00	\$500.00	5,000.00	\$5,000.00	100.00	\$100.00	450.00	\$450.00
5	POTHOLING	14 EA	300.00	4,200.00	325.00	\$4,550.00	485.00	\$6,790.00	540.00	\$7,560.00	725.00	\$10,150.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	6,000.00	6,000.00	2,000.00	\$2,000.00	5,000.00	\$5,000.00	4,000.00	\$4,000.00	7,374.00	\$7,374.00
7	MOBILIZATION	1 LS	62,720.40	62,720.40	68,000.00	\$68,000.00	70,000.00	\$70,000.00	82,000.00	\$82,000.00	65,467.00	\$65,467.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	22,000.00	22,000.00	35,000.00	\$35,000.00	12,000.00	\$12,000.00	6,450.00	\$6,450.00	15,000.00	\$15,000.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	140 HR	12.00	1,680.00	0.01	\$1.40	4.75	\$665.00	5.00	\$700.00	10.00	\$1,400.00
10	TYPE III BARRICADE	13 EA	50.00	650.00	80.00	\$1,040.00	82.00	\$1,066.00	90.00	\$1,170.00	120.00	\$1,560.00
11	CLEARING AND GRUBBING	1 LS	4,000.00	4,000.00	5,250.00	\$5,250.00	15,000.00	\$15,000.00	4,976.00	\$4,976.00	15,000.00	\$15,000.00
12	TREE ROOT TREATMENT	18 EA	800.00	14,400.00	800.00	\$14,400.00	825.00	\$14,850.00	865.00	\$15,570.00	810.50	\$14,589.00
13	TREE PROTECTION ZONE	20 EA	300.00	6,000.00	300.00	\$6,000.00	300.00	\$6,000.00	320.00	\$6,400.00	297.00	\$5,940.00
14	REMOVE TREE, CLASS I	5 EA	700.00	3,500.00	475.00	\$2,375.00	500.00	\$2,500.00	520.00	\$2,600.00	486.00	\$2,430.00
15	REMOVE TREE, CLASS II	2 EA	1,000.00	2,000.00	1,725.00	\$3,450.00	1,810.00	\$3,620.00	1,900.00	\$3,800.00	1,783.00	\$3,566.00
16	TREE PRUNING	3 EA	350.00	1,050.00	300.00	\$900.00	300.00	\$900.00	320.00	\$960.00	297.00	\$891.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	3,000.00	3,000.00	5,250.00	\$5,250.00	2,500.00	\$2,500.00	3,000.00	\$3,000.00	3,500.00	\$3,500.00
18	REMOVE EXISTING CURB	250 LF	10.00	2,500.00	6.50	\$1,625.00	7.00	\$1,750.00	4.40	\$1,100.00	9.00	\$2,250.00
19	REMOVE EXISTING CURB AND GUTTER	52 LF	11.00	572.00	7.00	\$364.00	7.00	\$364.00	4.50	\$234.00	12.50	\$650.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	11 SY	15.00	165.00	25.00	\$275.00	20.00	\$220.00	13.00	\$143.00	59.50	\$654.50

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

Project Number: 2021068			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)		LARIVIERE INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Tax Classification								
Sales tax shall be included in unit prices								
1	ADA FEATURES SURVEYING	1 LS	1,500.00	1,500.00	5,000.00	\$5,000.00	1,007.00	\$1,007.00
2	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	19,700.00	\$19,700.00	2,541.00	\$2,541.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	600.00	600.00	785.00	\$785.00	1,384.00	\$1,384.00
5	POTHOLING	14 EA	300.00	4,200.00	640.00	\$8,960.00	519.00	\$7,266.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	6,000.00	6,000.00	2,795.00	\$2,795.00	6,849.00	\$6,849.00
7	MOBILIZATION	1 LS	62,720.40	62,720.40	111,374.90	\$111,374.90	101,781.00	\$101,781.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	22,000.00	22,000.00	50,700.00	\$50,700.00	12,540.00	\$12,540.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	140 HR	12.00	1,680.00	4.75	\$665.00	13.00	\$1,820.00
10	TYPE III BARRICADE	13 EA	50.00	650.00	83.40	\$1,084.20	14.00	\$182.00
11	CLEARING AND GRUBBING	1 LS	4,000.00	4,000.00	19,130.00	\$19,130.00	7,500.00	\$7,500.00
12	TREE ROOT TREATMENT	18 EA	800.00	14,400.00	834.00	\$15,012.00	1,045.00	\$18,810.00
13	TREE PROTECTION ZONE	20 EA	300.00	6,000.00	306.00	\$6,120.00	383.00	\$7,660.00
14	REMOVE TREE, CLASS I	5 EA	700.00	3,500.00	500.00	\$2,500.00	627.00	\$3,135.00
15	REMOVE TREE, CLASS II	2 EA	1,000.00	2,000.00	1,835.00	\$3,670.00	2,299.00	\$4,598.00
16	TREE PRUNING	3 EA	350.00	1,050.00	306.00	\$918.00	383.00	\$1,149.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	3,000.00	3,000.00	4,560.00	\$4,560.00	8,235.00	\$8,235.00
18	REMOVE EXISTING CURB	250 LF	10.00	2,500.00	34.50	\$8,625.00	12.00	\$3,000.00
19	REMOVE EXISTING CURB AND GUTTER	52 LF	11.00	572.00	83.40	\$4,336.80	10.00	\$520.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	11 SY	15.00	165.00	200.00	\$2,200.00	44.00	\$484.00

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

Project Number: 2021068			Engineer's Estimate		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		DW EXCAVATING INC (Submitted)		WM WINKLER COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
21	SAWCUTTING CURB	7 EA	60.00	420.00	28.00	\$196.00	22.00	\$154.00	50.00	\$350.00	38.00	\$266.00
22	SAWCUTTING RIGID PAVEMENT	116 LFI	9.00	1,044.00	0.80	\$92.80	1.00	\$116.00	0.75	\$87.00	2.00	\$232.00
23	SAWCUTTING FLEXIBLE PAVEMENT	1825 LFI	2.00	3,650.00	0.35	\$638.75	0.40	\$730.00	0.24	\$438.00	0.56	\$1,022.00
24	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	6 EA	500.00	3,000.00	515.00	\$3,090.00	415.00	\$2,490.00	840.00	\$5,040.00	700.00	\$4,200.00
25	ROADWAY EXCAVATION INCL. HAUL	1133 CY	24.00	27,192.00	31.00	\$35,123.00	28.00	\$31,724.00	40.00	\$45,320.00	54.00	\$61,182.00
26	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	40.00	4,000.00	25.00	\$2,500.00	30.00	\$3,000.00	22.00	\$2,200.00	83.00	\$8,300.00
27	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	40.00	4,000.00	44.00	\$4,400.00	25.00	\$2,500.00	27.00	\$2,700.00	120.00	\$12,000.00
28	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - ROADWAY	120 CY	180.00	21,600.00	1.20	\$144.00	160.00	\$19,200.00	135.00	\$16,200.00	250.00	\$30,000.00
29	PREPARATION OF UNTREATED ROADWAY	3731 SY	3.50	13,058.50	3.50	\$13,058.50	2.00	\$7,462.00	4.00	\$14,924.00	11.50	\$42,906.50
30	CRUSHED SURFACING TOP COURSE	230 CY	70.00	16,100.00	99.00	\$22,770.00	87.00	\$20,010.00	69.00	\$15,870.00	76.50	\$17,595.00
31	CRUSHED SURFACING BASE COURSE	340 CY	50.00	17,000.00	89.00	\$30,260.00	74.00	\$25,160.00	65.00	\$22,100.00	62.25	\$21,165.00
32	CSTC FOR SIDEWALK AND DRIVEWAYS	22 CY	120.00	2,640.00	150.00	\$3,300.00	240.00	\$5,280.00	300.00	\$6,600.00	425.00	\$9,350.00
33	HMA CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	3850 SY	30.00	115,500.00	30.25	\$116,462.50	32.00	\$123,200.00	33.00	\$127,050.00	32.75	\$126,087.50
34	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	20 TON	150.00	3,000.00	250.00	\$5,000.00	270.00	\$5,400.00	275.00	\$5,500.00	270.00	\$5,400.00
35	COMMERCIAL HMA FOR TRANSITION, 4 INCH THICK	40 SY	112.00	4,480.00	83.00	\$3,320.00	90.00	\$3,600.00	91.00	\$3,640.00	89.70	\$3,588.00
36	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	40 SY	70.00	2,800.00	83.00	\$3,320.00	90.00	\$3,600.00	91.00	\$3,640.00	89.70	\$3,588.00
37	SOIL RESIDUAL HERBICIDE	3850 SY	1.25	4,812.50	0.30	\$1,155.00	0.30	\$1,155.00	0.40	\$1,540.00	0.30	\$1,155.00
38	PAVEMENT REPAIR EXCAVATION INCL. HAUL	40 SY	25.00	1,000.00	58.00	\$2,320.00	30.00	\$1,200.00	59.00	\$2,360.00	75.00	\$3,000.00
39	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)

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

Project Number: 2021068			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)		LARIVIERE INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
21	SAWCUTTING CURB	7 EA	60.00	420.00	39.00	\$273.00	56.00	\$392.00
22	SAWCUTTING RIGID PAVEMENT	116 LFI	9.00	1,044.00	4.25	\$493.00	4.00	\$464.00
23	SAWCUTTING FLEXIBLE PAVEMENT	1825 LFI	2.00	3,650.00	1.56	\$2,847.00	4.00	\$7,300.00
24	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	6 EA	500.00	3,000.00	1,946.00	\$11,676.00	556.00	\$3,336.00
25	ROADWAY EXCAVATION INCL. HAUL	1133 CY	24.00	27,192.00	45.60	\$51,664.80	36.00	\$40,788.00
26	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	40.00	4,000.00	32.25	\$3,225.00	42.00	\$4,200.00
27	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	40.00	4,000.00	69.25	\$6,925.00	77.00	\$7,700.00
28	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - ROADWAY	120 CY	180.00	21,600.00	228.05	\$27,366.00	551.00	\$66,120.00
29	PREPARATION OF UNTREATED ROADWAY	3731 SY	3.50	13,058.50	9.60	\$35,817.60	3.00	\$11,193.00
30	CRUSHED SURFACING TOP COURSE	230 CY	70.00	16,100.00	86.80	\$19,964.00	67.00	\$15,410.00
31	CRUSHED SURFACING BASE COURSE	340 CY	50.00	17,000.00	87.85	\$29,869.00	72.00	\$24,480.00
32	CSTC FOR SIDEWALK AND DRIVEWAYS	22 CY	120.00	2,640.00	196.00	\$4,312.00	159.00	\$3,498.00
33	HMA CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	3850 SY	30.00	115,500.00	30.00	\$115,500.00	42.00	\$161,700.00
34	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	20 TON	150.00	3,000.00	253.00	\$5,060.00	348.00	\$6,960.00
35	COMMERCIAL HMA FOR TRANSITION, 4 INCH THICK	40 SY	112.00	4,480.00	95.70	\$3,828.00	116.00	\$4,640.00
36	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	40 SY	70.00	2,800.00	108.00	\$4,320.00	116.00	\$4,640.00
37	SOIL RESIDUAL HERBICIDE	3850 SY	1.25	4,812.50	0.30	\$1,155.00	0.40	\$1,540.00
38	PAVEMENT REPAIR EXCAVATION INCL. HAUL	40 SY	25.00	1,000.00	135.80	\$5,432.00	39.00	\$1,560.00
39	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)

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

Project Number: 2021068			Engineer's Estimate		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		DW EXCAVATING INC (Submitted)		WM WINKLER COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
40	COMPACTION PRICE ADJUSTMENT	5775 EST	1.00	5,775.00	1.00	\$5,775.00	1.00	\$5,775.00	1.00	\$5,775.00	1.00	\$5,775.00
41	CEMENT CONCRETE CURB WALL	100 LF	70.00	7,000.00	100.00	\$10,000.00	110.00	\$11,000.00	119.00	\$11,900.00	122.00	\$12,200.00
42	CATCH BASIN TYPE 0	10 EA	3,200.00	32,000.00	2,350.00	\$23,500.00	2,250.00	\$22,500.00	3,650.00	\$36,500.00	3,025.00	\$30,250.00
43	CATCH BASIN TYPE 3	1 EA	3,500.00	3,500.00	3,000.00	\$3,000.00	2,800.00	\$2,800.00	4,430.00	\$4,430.00	3,150.00	\$3,150.00
44	DRYWELL TYPE 1	1 EA	4,200.00	4,200.00	5,750.00	\$5,750.00	4,500.00	\$4,500.00	5,575.00	\$5,575.00	6,575.00	\$6,575.00
45	SPOKANE COUNTY CURB INLET TYPE 2	2 EA	600.00	1,200.00	6,350.00	\$12,700.00	2,200.00	\$4,400.00	1,600.00	\$3,200.00	1,598.00	\$3,196.00
46	MH OR DW FRAME AND COVER (STANDARD)	4 EA	550.00	2,200.00	860.00	\$3,440.00	475.00	\$1,900.00	1,400.00	\$5,600.00	975.00	\$3,900.00
47	VALVE BOX AND COVER	5 EA	400.00	2,000.00	500.00	\$2,500.00	310.00	\$1,550.00	830.00	\$4,150.00	325.00	\$1,625.00
48	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2 EA	800.00	1,600.00	510.00	\$1,020.00	475.00	\$950.00	1,650.00	\$3,300.00	525.00	\$1,050.00
49	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2 EA	600.00	1,200.00	755.00	\$1,510.00	550.00	\$1,100.00	400.00	\$800.00	275.00	\$550.00
50	ABSORPTION TRENCH	98 LF	450.00	44,100.00	110.00	\$10,780.00	100.00	\$9,800.00	160.00	\$15,680.00	250.00	\$24,500.00
51	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	800.00	800.00	450.00	\$450.00	350.00	\$350.00	840.00	\$840.00	1,225.00	\$1,225.00
52	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	100 CY	200.00	20,000.00	1.20	\$120.00	160.00	\$16,000.00	150.00	\$15,000.00	250.00	\$25,000.00
53	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	50.00	5,000.00	24.75	\$2,475.00	30.00	\$3,000.00	30.00	\$3,000.00	82.00	\$8,200.00
54	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	35.00	3,500.00	52.75	\$5,275.00	25.00	\$2,500.00	40.00	\$4,000.00	125.00	\$12,500.00
55	IMPORTED BACKFILL	100 CY	40.00	4,000.00	28.75	\$2,875.00	25.00	\$2,500.00	37.00	\$3,700.00	105.00	\$10,500.00
56	TRENCH SAFETY SYSTEM	1 LS	3,500.00	3,500.00	2,800.00	\$2,800.00	550.00	\$550.00	1.00	\$1.00	425.00	\$425.00
57	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	110 LF	110.00	12,100.00	79.00	\$8,690.00	75.00	\$8,250.00	108.00	\$11,880.00	127.00	\$13,970.00
58	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	2,000.00	2,000.00	1,120.00	\$1,120.00	1,500.00	\$1,500.00	2,500.00	\$2,500.00	2,995.00	\$2,995.00
59	ESC LEAD	1 LS	700.00	700.00	1,680.00	\$1,680.00	10,000.00	\$10,000.00	500.00	\$500.00	897.00	\$897.00
60	INLET PROTECTION	5 EA	100.00	500.00	150.00	\$750.00	75.00	\$375.00	75.00	\$375.00	112.00	\$560.00
61	STREET CLEANING	8 HR	200.00	1,600.00	186.00	\$1,488.00	285.00	\$2,280.00	240.00	\$1,920.00	245.00	\$1,960.00

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

Project Number: 2021068			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)		LARIVIERE INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
40	COMPACTION PRICE ADJUSTMENT	5775 EST	1.00	5,775.00	1.00	\$5,775.00	1.00	\$5,775.00
41	CEMENT CONCRETE CURB WALL	100 LF	70.00	7,000.00	122.75	\$12,275.00	88.00	\$8,800.00
42	CATCH BASIN TYPE 0	10 EA	3,200.00	32,000.00	3,950.00	\$39,500.00	4,126.00	\$41,260.00
43	CATCH BASIN TYPE 3	1 EA	3,500.00	3,500.00	4,700.00	\$4,700.00	4,886.00	\$4,886.00
44	DRYWELL TYPE 1	1 EA	4,200.00	4,200.00	4,740.00	\$4,740.00	4,319.00	\$4,319.00
45	SPOKANE COUNTY CURB INLET TYPE 2	2 EA	600.00	1,200.00	4,960.00	\$9,920.00	1,545.00	\$3,090.00
46	MH OR DW FRAME AND COVER (STANDARD)	4 EA	550.00	2,200.00	917.00	\$3,668.00	1,487.00	\$5,948.00
47	VALVE BOX AND COVER	5 EA	400.00	2,000.00	305.00	\$1,525.00	1,254.00	\$6,270.00
48	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2 EA	800.00	1,600.00	890.00	\$1,780.00	1,517.00	\$3,034.00
49	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2 EA	600.00	1,200.00	1,735.00	\$3,470.00	954.00	\$1,908.00
50	ABSORPTION TRENCH	98 LF	450.00	44,100.00	124.50	\$12,201.00	188.00	\$18,424.00
51	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	800.00	800.00	3,780.00	\$3,780.00	488.00	\$488.00
52	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	100 CY	200.00	20,000.00	272.55	\$27,255.00	168.00	\$16,800.00
53	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	50.00	5,000.00	25.60	\$2,560.00	52.00	\$5,200.00
54	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	35.00	3,500.00	33.40	\$3,340.00	59.00	\$5,900.00
55	IMPORTED BACKFILL	100 CY	40.00	4,000.00	40.00	\$4,000.00	76.00	\$7,600.00
56	TRENCH SAFETY SYSTEM	1 LS	3,500.00	3,500.00	2,225.00	\$2,225.00	669.00	\$669.00
57	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	110 LF	110.00	12,100.00	144.50	\$15,895.00	94.00	\$10,340.00
58	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	2,000.00	2,000.00	7,780.00	\$7,780.00	6,824.00	\$6,824.00
59	ESC LEAD	1 LS	700.00	700.00	2,800.00	\$2,800.00	1,604.00	\$1,604.00
60	INLET PROTECTION	5 EA	100.00	500.00	234.00	\$1,170.00	265.00	\$1,325.00
61	STREET CLEANING	8 HR	200.00	1,600.00	250.00	\$2,000.00	383.00	\$3,064.00

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

Project Number: 2021068			Engineer's Estimate		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		DW EXCAVATING INC (Submitted)		WM WINKLER COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
62	TOPSOIL TYPE A, 2 INCH THICK	1360 SY	8.00	10,880.00	4.20	\$5,712.00	4.25	\$5,780.00	5.00	\$6,800.00	4.25	\$5,780.00
63	HYDROSEEDING	490 SY	5.50	2,695.00	0.85	\$416.50	1.00	\$490.00	1.00	\$490.00	1.00	\$490.00
64	SOD INSTALLATION	24 SY	20.00	480.00	19.00	\$456.00	20.00	\$480.00	20.00	\$480.00	19.50	\$468.00
65	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	96 SY	35.00	3,360.00	31.50	\$3,024.00	33.00	\$3,168.00	34.00	\$3,264.00	32.50	\$3,120.00
66	2 INCH CALIPER DECIDUOUS TREE	20 EA	635.00	12,700.00	672.00	\$13,440.00	700.00	\$14,000.00	700.00	\$14,000.00	691.50	\$13,830.00
67	CONSTRUCT BIO-INFILTRATION SWALE	270 SY	30.00	8,100.00	13.00	\$3,510.00	10.00	\$2,700.00	5.50	\$1,485.00	26.50	\$7,155.00
68	SWALE DRAIN PAD	10 EA	400.00	4,000.00	262.50	\$2,625.00	325.00	\$3,250.00	300.00	\$3,000.00	165.00	\$1,650.00
69	CURB DROP INLET 2.5 FT. WIDE	10 EA	250.00	2,500.00	210.00	\$2,100.00	275.00	\$2,750.00	230.00	\$2,300.00	134.50	\$1,345.00
70	IRRIGATION SYSTEM, SWALES	1 LS	15,000.00	15,000.00	44,100.00	\$44,100.00	42,000.00	\$42,000.00	48,500.00	\$48,500.00	45,374.00	\$45,374.00
71	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	1,500.00	1,500.00	2,100.00	\$2,100.00	2,100.00	\$2,100.00	2,300.00	\$2,300.00	2,161.00	\$2,161.00
72	CEMENT CONCRETE CURB	100 LF	25.00	2,500.00	31.50	\$3,150.00	35.00	\$3,500.00	35.00	\$3,500.00	50.00	\$5,000.00
73	CEMENT CONCRETE CURB AND GUTTER	1035 LF	17.00	17,595.00	32.50	\$33,637.50	37.00	\$38,295.00	36.00	\$37,260.00	39.00	\$40,365.00
74	CEMENT CONCRETE DRIVEWAY	85 SY	65.00	5,525.00	73.50	\$6,247.50	85.00	\$7,225.00	81.00	\$6,885.00	176.00	\$14,960.00
75	CEMENT CONCRETE DRIVEWAY TRANSITION	12 SY	77.00	924.00	157.50	\$1,890.00	175.00	\$2,100.00	172.00	\$2,064.00	145.00	\$1,740.00
76	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	1,000.00	1,000.00	5,250.00	\$5,250.00	5,250.00	\$5,250.00	5,400.00	\$5,400.00	5,402.00	\$5,402.00
77	CEMENT CONCRETE SIDEWALK	470 SY	66.00	31,020.00	66.00	\$31,020.00	80.00	\$37,600.00	73.00	\$34,310.00	107.00	\$50,290.00
78	RAMP DETECTABLE WARNING	56 SF	30.00	1,680.00	31.50	\$1,764.00	30.00	\$1,680.00	34.00	\$1,904.00	26.00	\$1,456.00
79	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	8,000.00	8,000.00	7,350.00	\$7,350.00	7,500.00	\$7,500.00	8,000.00	\$8,000.00	7,562.00	\$7,562.00
80	PAVEMENT MARKING - DURABLE HEAT APPLIED	968 SF	15.00	14,520.00	13.00	\$12,584.00	13.00	\$12,584.00	14.00	\$13,552.00	13.00	\$12,584.00

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

Project Number: 2021068			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)		LARIVIERE INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
62	TOPSOIL TYPE A, 2 INCH THICK	1360 SY	8.00	10,880.00	4.45	\$6,052.00	4.50	\$6,120.00
63	HYDROSEEDING	490 SY	5.50	2,695.00	0.90	\$441.00	3.50	\$1,715.00
64	SOD INSTALLATION	24 SY	20.00	480.00	20.00	\$480.00	25.00	\$600.00
65	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	96 SY	35.00	3,360.00	33.50	\$3,216.00	23.00	\$2,208.00
66	2 INCH CALIPER DECIDUOUS TREE	20 EA	635.00	12,700.00	710.00	\$14,200.00	1,136.00	\$22,720.00
67	CONSTRUCT BIO-INFILTRATION SWALE	270 SY	30.00	8,100.00	21.10	\$5,697.00	5.00	\$1,350.00
68	SWALE DRAIN PAD	10 EA	400.00	4,000.00	278.00	\$2,780.00	138.00	\$1,380.00
69	CURB DROP INLET 2.5 FT. WIDE	10 EA	250.00	2,500.00	220.00	\$2,200.00	187.00	\$1,870.00
70	IRRIGATION SYSTEM, SWALES	1 LS	15,000.00	15,000.00	46,700.00	\$46,700.00	102,713.00	\$102,713.00
71	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	1,500.00	1,500.00	2,225.00	\$2,225.00	4,871.00	\$4,871.00
72	CEMENT CONCRETE CURB	100 LF	25.00	2,500.00	33.40	\$3,340.00	60.00	\$6,000.00
73	CEMENT CONCRETE CURB AND GUTTER	1035 LF	17.00	17,595.00	34.50	\$35,707.50	39.00	\$40,365.00
74	CEMENT CONCRETE DRIVEWAY	85 SY	65.00	5,525.00	77.80	\$6,613.00	145.00	\$12,325.00
75	CEMENT CONCRETE DRIVEWAY TRANSITION	12 SY	77.00	924.00	166.50	\$1,998.00	177.00	\$2,124.00
76	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	1,000.00	1,000.00	16,300.00	\$16,300.00	6,967.00	\$6,967.00
77	CEMENT CONCRETE SIDEWALK	470 SY	66.00	31,020.00	70.00	\$32,900.00	121.00	\$56,870.00
78	RAMP DETECTABLE WARNING	56 SF	30.00	1,680.00	33.50	\$1,876.00	45.00	\$2,520.00
79	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	8,000.00	8,000.00	7,780.00	\$7,780.00	9,753.00	\$9,753.00
80	PAVEMENT MARKING - DURABLE HEAT APPLIED	968 SF	15.00	14,520.00	13.40	\$12,971.20	17.00	\$16,456.00

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

<i>Project Number:</i> 2021068			<i>Engineer's Estimate</i>		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		DW EXCAVATING INC (Submitted)		WM WINKLER COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
81	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	4 EA	400.00	1,600.00	184.00	\$736.00	180.00	\$720.00	200.00	\$800.00	189.00	\$756.00
Bid Total				\$695,888.40	\$693,306.45		\$714,008.00		\$756,292.00		\$912,199.50	

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	695,888.40	0.00	0.00	0.00	0.00	0.00	695,888.40
SHAMROCK PAVING INC(Submitted)	693,306.45	0.00	0.00	0.00	0.00	0.00	693,306.45
INLAND INFRASTRUCTURE LLC (Submitted)	714,008.00	0.00	0.00	0.00	0.00	0.00	714,008.00
DW EXCAVATING INC(Submitted)	756,292.00	0.00	0.00	0.00	0.00	0.00	756,292.00
WM WINKLER COMPANY (Submitted)	912,199.50	0.00	0.00	0.00	0.00	0.00	912,199.50
INLAND ASPHALT COMPANY(Submitted)	974,479.00	0.00	0.00	0.00	0.00	0.00	974,479.00
LARIVIERE INC (Submitted)	1,019,813.00	0.00	0.00	0.00	0.00	0.00	1,019,813.00

Low Bid Contractor: SHAMROCK PAVING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	693,306.45	695,888.40	0.37 % Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
Bid Totals	693,306.45	695,888.40	0.37 % Under Estimate

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

<i>Project Number: 2021068</i>			<i>Engineer's Estimate</i>		INLAND ASPHALT COMPANY (Submitted)		LARIVIERE INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
81	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	4 EA	400.00	1,600.00	195.00	\$780.00	244.00	\$976.00
Bid Total				\$695,888.40	\$974,479.00		\$1,019,813.00	



City of Spokane

PUBLIC WORKS CONTRACT

**Title: 44TH AVENUE – CRESTLINE ST.
TO ALTAMONT ST.**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is P.O. Box 19263, Spokane, Washington 99219 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **44TH AVENUE – CRESTLINE ST. TO ALTAMONT ST.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amounts set forth in Schedule A-1 for the actual quantities furnished for each bid item.
7. **TAXES.** Bid items in Schedule A-1 shall include sales tax

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department – Construction Management, 998 E North Foothills Drive Spokane, WA 99207-2735 (from 1225 East Marietta Avenue Spokane, WA 99207. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for

payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;

- e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.
- 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
 - 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.
18. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

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

SHAMROCK PAVING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond

Performance Bond

Exhibit A – Certification Regarding Debarment

Schedule A-1

22-127

PAYMENT BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED NINETY-EIGHT THOUSAND THREE HUNDRED FIVE AND 25/100 DOLLARS (\$498,305.25)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **44TH AVENUE – CRESTLINE ST. TO ALTAMONT ST.** If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

SHAMROCK PAVING, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED NINETY-EIGHT THOUSAND THREE HUNDRED FIVE AND 25/100 DOLLARS (\$498,305.25)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **44TH AVENUE – CRESTLINE ST. TO ALTAMONT ST.** If the principal shall:

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

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

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

SIGNED AND SEALED on _____

SHAMROCK PAVING, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

EXHIBIT A

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

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

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

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

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

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 1,365.00	\$ 1,365.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 5,000.00	\$ 5,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 500.00	\$ 500.00
5	POTHOLING	14.00 EA	\$ 325.00	\$ 4,550.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 2,000.00	\$ 2,000.00
7	MOBILIZATION	1.00 LS	\$ 68,000.00	\$ 68,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 35,000.00	\$ 35,000.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	140.00 HR	\$ 0.01	\$ 1.40
10	TYPE III BARRICADE	13.00 EA	\$ 80.00	\$ 1,040.00
11	CLEARING AND GRUBBING	1.00 LS	\$ 5,250.00	\$ 5,250.00
12	TREE ROOT TREATMENT	18.00 EA	\$ 800.00	\$ 14,400.00

13	TREE PROTECTION ZONE	20.00 EA	\$	300.00	\$	6,000.00
14	REMOVE TREE, CLASS I	5.00 EA	\$	475.00	\$	2,375.00
15	REMOVE TREE, CLASS II	2.00 EA	\$	1,725.00	\$	3,450.00
16	TREE PRUNING	3.00 EA	\$	300.00	\$	900.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	5,250.00	\$	5,250.00
18	REMOVE EXISTING CURB	250.00 LF	\$	6.50	\$	1,625.00
19	REMOVE EXISTING CURB AND GUTTER	52.00 LF	\$	7.00	\$	364.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	11.00 SY	\$	25.00	\$	275.00
21	SAWCUTTING CURB	7.00 EA	\$	28.00	\$	196.00
22	SAWCUTTING RIGID PAVEMENT	116.00 LFI	\$	0.80	\$	92.80
23	SAWCUTTING FLEXIBLE PAVEMENT	1,825.00 LFI	\$	0.35	\$	638.75
24	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	6.00 EA	\$	515.00	\$	3,090.00
25	ROADWAY EXCAVATION INCL. HAUL	1,133.00 CY	\$	31.00	\$	35,123.00
26	REMOVE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	25.00	\$	2,500.00
27	REPLACE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	44.00	\$	4,400.00

28	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - ROADWAY	120.00 CY	\$	1.20	\$	144.00
29	PREPARATION OF UNTREATED ROADWAY	3,731.00 SY	\$	3.50	\$	13,058.50
30	CRUSHED SURFACING TOP COURSE	230.00 CY	\$	99.00	\$	22,770.00
31	CRUSHED SURFACING BASE COURSE	340.00 CY	\$	89.00	\$	30,260.00
32	CSTC FOR SIDEWALK AND DRIVEWAYS	22.00 CY	\$	150.00	\$	3,300.00
33	HMA CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	3,850.00 SY	\$	30.25	\$	116,462.50
34	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	20.00 TON	\$	250.00	\$	5,000.00
35	COMMERCIAL HMA FOR TRANSITION, 4 INCH THICK	40.00 SY	\$	83.00	\$	3,320.00
36	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	40.00 SY	\$	83.00	\$	3,320.00
37	SOIL RESIDUAL HERBICIDE	3,850.00 SY	\$	0.30	\$	1,155.00
38	PAVEMENT REPAIR EXCAVATION INCL. HAUL	40.00 SY	\$	58.00	\$	2,320.00
39	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
40	COMPACTION PRICE ADJUSTMENT	5,775.00 EST	\$	1.00	\$	5,775.00
41	CEMENT CONCRETE CURB WALL	100.00 LF	\$	100.00	\$	10,000.00

42	CATCH BASIN TYPE 0	10.00 EA	\$	2,350.00	\$	23,500.00
43	CATCH BASIN TYPE 3	1.00 EA	\$	3,000.00	\$	3,000.00
44	DRYWELL TYPE 1	1.00 EA	\$	5,750.00	\$	5,750.00
45	SPOKANE COUNTY CURB INLET TYPE 2	2.00 EA	\$	6,350.00	\$	12,700.00
46	MH OR DW FRAME AND COVER (STANDARD)	4.00 EA	\$	860.00	\$	3,440.00
47	VALVE BOX AND COVER	5.00 EA	\$	500.00	\$	2,500.00
48	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2.00 EA	\$	510.00	\$	1,020.00
49	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2.00 EA	\$	755.00	\$	1,510.00
50	ABSORPTION TRENCH	98.00 LF	\$	110.00	\$	10,780.00
51	CLEANING EXISTING DRAINAGE STRUCTURE	1.00 EA	\$	450.00	\$	450.00
52	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	100.00 CY	\$	1.20	\$	120.00
53	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100.00 CY	\$	24.75	\$	2,475.00
54	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	100.00 CY	\$	52.75	\$	5,275.00
55	IMPORTED BACKFILL	100.00 CY	\$	28.75	\$	2,875.00
56	TRENCH SAFETY SYSTEM	1.00 LS	\$	2,800.00	\$	2,800.00

57	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	110.00 LF	\$	79.00	\$	8,690.00
58	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	1,120.00	\$	1,120.00
59	ESC LEAD	1.00 LS	\$	1,680.00	\$	1,680.00
60	INLET PROTECTION	5.00 EA	\$	150.00	\$	750.00
61	STREET CLEANING	8.00 HR	\$	186.00	\$	1,488.00
62	TOPSOIL TYPE A, 2 INCH THICK	1,360.00 SY	\$	4.20	\$	5,712.00
63	HYDROSEEDING	490.00 SY	\$	0.85	\$	416.50
64	SOD INSTALLATION	24.00 SY	\$	19.00	\$	456.00
65	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	96.00 SY	\$	31.50	\$	3,024.00
66	2 INCH CALIPER DECIDUOUS TREE	20.00 EA	\$	672.00	\$	13,440.00
67	CONSTRUCT BIO-INFILTRATION SWALE	270.00 SY	\$	13.00	\$	3,510.00
68	SWALE DRAIN PAD	10.00 EA	\$	262.50	\$	2,625.00
69	CURB DROP INLET 2.5 FT. WIDE	10.00 EA	\$	210.00	\$	2,100.00
70	IRRIGATION SYSTEM, SWALES	1.00 LS	\$	44,100.00	\$	44,100.00

71	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	2,100.00	\$	2,100.00
72	CEMENT CONCRETE CURB	100.00 LF	\$	31.50	\$	3,150.00
73	CEMENT CONCRETE CURB AND GUTTER	1,035.00 LF	\$	32.50	\$	33,637.50
74	CEMENT CONCRETE DRIVEWAY	85.00 SY	\$	73.50	\$	6,247.50
75	CEMENT CONCRETE DRIVEWAY TRANSITION	12.00 SY	\$	157.50	\$	1,890.00
76	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	5,250.00	\$	5,250.00
77	CEMENT CONCRETE SIDEWALK	470.00 SY	\$	66.00	\$	31,020.00
78	RAMP DETECTABLE WARNING	56.00 SF	\$	31.50	\$	1,764.00
79	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	7,350.00	\$	7,350.00
80	PAVEMENT MARKING - DURABLE HEAT APPLIED	968.00 SF	\$	13.00	\$	12,584.00
81	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	4.00 EA	\$	184.00	\$	736.00
Schedule A-1 Subtotal					\$	693,306.45

SCHEDULE A-2
Tax Classification:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
<i>Summary of Bid Items</i>			<i>Bid Total</i>	\$ <u>693,306.45</u>

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

07/11/2022

Date Rec'd

6/29/2022

Clerk's File #

OPR 2022-0503

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

2022049/051

Bid #**Requisition #**

CR 23735

Submitting Dept

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 – LOW BID AWARD – PAVING UNPAVED STREETS (2022049) – LARIVIERE

Agenda Wording

Low Bid of LaRiviere, Inc. (Rathdrum, ID) for the 2022 Paving Unpaved Streets - North in the amount of \$468,896.50. An administrative reserve of \$46,889.65, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On June 27, 2022 bids were opened for the above project. The low bid was from LaRiviere, Inc. in the amount of \$468,896.50, which is \$111,088.00 or 31% above the Engineer's Estimate; two other bids were received as follows: Inland Asphalt Company - \$534,435.00 and Shamrock Paving, Inc. - \$563,611.00.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 310,323.70

1100 21700 42300 54201 23008

Expense \$ 205,462.45

1100 21700 42300 54201 23007

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

PIES 5/23

Division Director

FEIST, MARLENE

Council Sponsor

Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

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eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

PRINCE, THEA

jgraff@spokanecity.org

ddaniels@spokanecity.org

pyoung@spokanecity.org

hiede@lariviere.co

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Paving Unpaved Streets – Districts 1 & 3
Summary (Background)	<ul style="list-style-type: none"> This project paves the various currently unpaved streets shown in the attached exhibit in council districts 1 & 3 (44th Ave. is the district 2 project and was described in a briefing paper at the 4-25-22 PIES meeting). The paving to be done is strip paving – no curbing, no sidewalk, no street trees, etc. per city council established program guidelines. At the last minute, Lindeke from Bridge to College has been removed from the project as Greenestone plans to install a water main and pave this block at no cost to the city. All other area streets are paved. This project is with TBD and local impact fees.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <p>N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</p>	

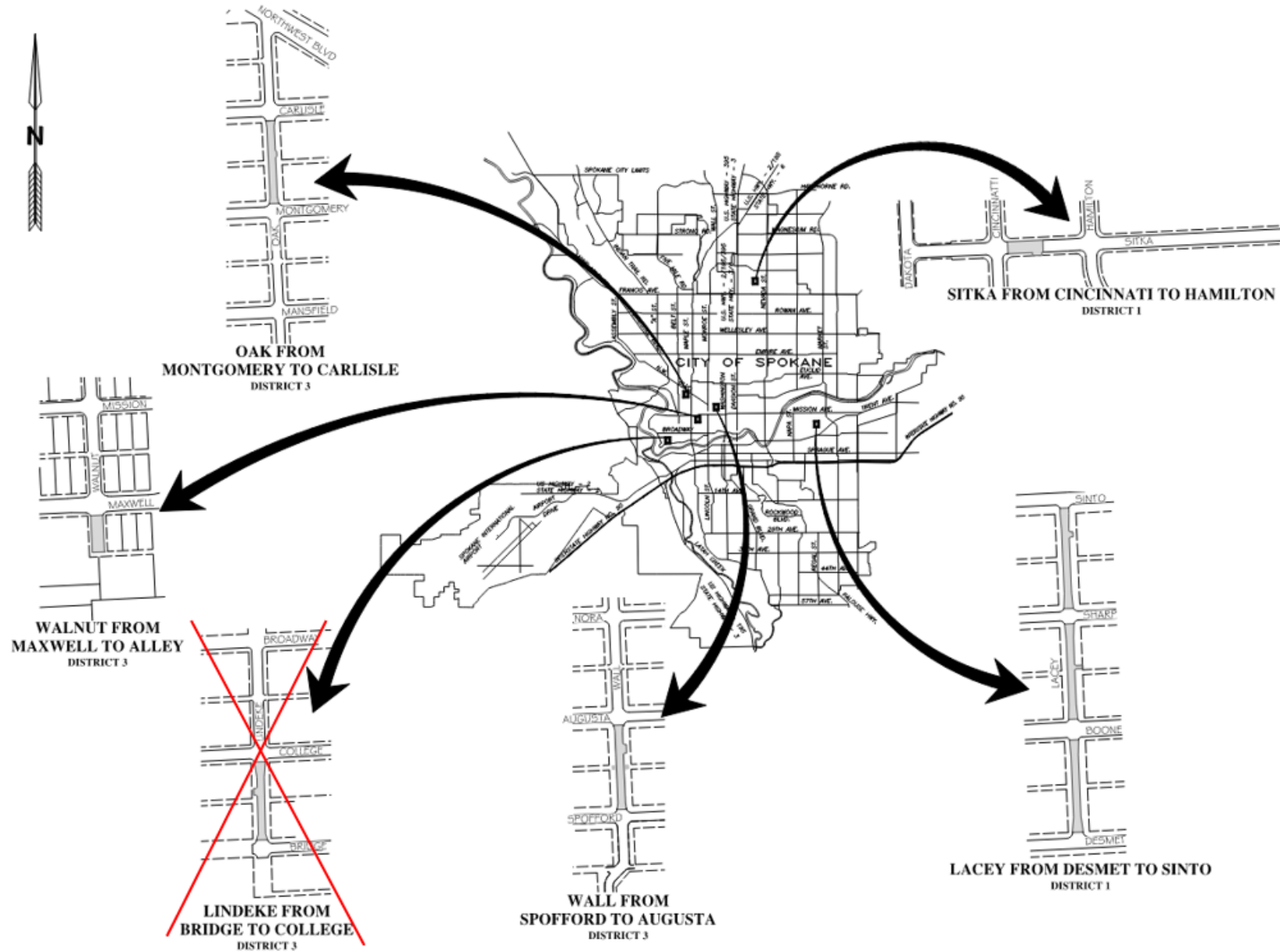
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

PROJECT LOCATION





City of Spokane

PUBLIC WORKS CONTRACT

Title: **2022 PAVING UNPAVED STREETS - NORTH**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LARIVIERE, INC.**, whose address is 17564 North Dylan Court, Rathdrum, Idaho 83858 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **2022 PAVING UNPAVED STREETS - NORTH.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amounts set forth in Schedule A-1 for the actual quantities furnished for each bid item.
7. **TAXES.** Bid items in Schedule A-1 shall include sales tax

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department – Construction Management, 998 E North Foothills Drive Spokane, WA 99207-2735 (from 1225 East Marietta Avenue Spokane, WA 99207.) All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for

payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician. Prevailing Minimum Hourly Wages Rates are attached as **Exhibit B**.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

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

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

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

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

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

LARIVIERE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond
Performance Bond
Exhibit A – Certification Regarding Debarment
Exhibit B - Prevailing Minimum Hourly Wages Rates
Schedule A-1

22-129

PAYMENT BOND

We, **LARIVIERE, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-SIX AND 50/100 DOLLARS (\$468,896.50)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **2022 PAVING UNPAVED STREETS - NORTH**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

LARIVIERE, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **LARIVIERE, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-SIX AND 50/100 DOLLARS (\$468,896.50)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **2022 PAVING UNPAVED STREETS – NORTH**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

LARIVIERE, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

EXHIBIT A

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

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

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

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

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

EXHIBIT B

Prevailing Minimum Hourly Wages Rates

CITY OF SPOKANE / SPOKANE COUNTY

STATE OF WASHINGTON

PREVAILING MINIMUM HOURLY WAGE RATES

LOCAL AND STATE ASSISTED CONSTRUCTION

The prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW). The rules and regulations of the Washington State Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference incorporated as a part of this contract.

Inasmuch as the successful bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

Pursuant to RCW 39.12.040, all contractors, subcontractors and lower-tier subcontractors on a public works contract, must have on file with the City, "STATEMENTS OF INTENT TO PAY PREVAILING WAGES" approved by the Industrial Statistician of the Department of Labor and Industries before any progress payments can be made. The City must have on file approved "AFFIDAVITS OF WAGES PAID" before the statutory retainage can be released. Contractors are responsible for obtaining and filing these documents by their subcontractors. Submit approved Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid to the City of Spokane – Department of Engineering Services, 2nd Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

OVERTIME: UNDER THE CONDITIONS STIPULATED IN WAC 296-127-022, THE PAYMENT OF OVERTIME RATES IS NOT REQUIRED FOR THE FIRST TWO HOURS IN EXCESS OF EIGHT HOURS PER DAY. FOR ADDITIONAL INFORMATION CALL (360) 902-5335, (509) 324-2586 OR (509) 625-7722.

Current prevailing wage data will be furnished by the City of Spokane, Contract Compliance, (509) 625-7722 or Washington State Department of Labor and Industries, (509) 324-2586.

If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

ALL CLASSIFICATIONS FOR MINIMUM STATE HOURLY WAGE RATES AND FRINGE BENEFITS SHOULD BE CHECKED FOR THE CURRENT APPLICABLE RATES.

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/7/2022

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Spokane	Asbestos Abatement Workers	Journey Level	\$44.04	5D	1H		View
Spokane	Boilermakers	Journey Level	\$72.54	5N	1C		View
Spokane	Brick Mason	Journey Level	\$53.34	5A	1M		View
Spokane	Building Service Employees	Janitor	\$17.44	5Q	1		View
Spokane	Building Service Employees	Shampooer	\$17.70	5Q	1		View
Spokane	Building Service Employees	Waxer	\$17.70	5Q	1		View
Spokane	Building Service Employees	Window Cleaner	\$18.18	5Q	1		View
Spokane	Cabinet Makers (In Shop)	Journey Level	\$14.49		1		View
Spokane	Carpenters	Acoustical Worker	\$51.25	7E	4X	8N	View
Spokane	Carpenters	Bridge, Dock & Wharf Carpenter	\$52.25	7E	4X	8N	View
Spokane	Carpenters	Floor Layer & Floor Finisher	\$51.25	7E	4X	8N	View
Spokane	Carpenters	Form Builder	\$51.25	7E	4X	8N	View
Spokane	Carpenters	General Carpenter	\$51.25	7E	4X	8N	View
Spokane	Carpenters	Heavy Bridge, Dock & Wharf Carpenter	\$58.01	7E	4X	9E	View
Spokane	Carpenters	Heavy Construction Carpenter	\$56.71	7E	4X	9E	View
Spokane	Carpenters	Scaffold/Shoring Erecting & Dismantling	\$56.71	7E	4X	8N	View
Spokane	Cement Masons	Journey Level	\$46.83	7B	1N		View
Spokane	Divers & Tenders	Assistant Tender	\$59.01	7E	4X		View
Spokane	Divers & Tenders	Bell/Vehicle or Submersible Operator Not Under Pressure	\$61.82	7E	4X		View
Spokane	Divers & Tenders	Dive Supervisors	\$109.30	7E	4X		View
Spokane	Divers & Tenders	Diver	\$107.80	7E	4X	8V	View
Spokane	Divers & Tenders	Diver on Standby	\$62.82	7E	4X		View
Spokane	Divers & Tenders	Diver Tender	\$61.82	7E	4X		View
Spokane	Divers & Tenders	Diving Master	\$73.32	7E	4X		View
Spokane	Divers & Tenders	Manifold Operator	\$61.82	7E	4X		View

Spokane	Divers & Tenders	Manifold Operator Mixed Gas	\$65.82	7E	4X		View
Spokane	Divers & Tenders	Remote Operated Vehicle Operator	\$61.82	7E	4X		View
Spokane	Divers & Tenders	Remote Operated Vehicle Tender/Technician	\$59.01	7E	4X		View
Spokane	Dredge Workers	Assistant Engineer	\$73.62	5D	3F		View
Spokane	Dredge Workers	Assistant Mate (Deckhand)	\$73.05	5D	3F		View
Spokane	Dredge Workers	Boatmen	\$73.62	5D	3F		View
Spokane	Dredge Workers	Engineer Welder	\$75.03	5D	3F		View
Spokane	Dredge Workers	Leverman, Hydraulic	\$76.53	5D	3F		View
Spokane	Dredge Workers	Mates	\$73.62	5D	3F		View
Spokane	Dredge Workers	Oiler	\$73.05	5D	3F		View
Spokane	Drywall Applicator	Journey Level	\$51.25	7E	4X	8N	View
Spokane	Drywall Tapers	Journey Level	\$46.18	7E	1P		View
Spokane	Electrical Fixture Maintenance Workers	Journey Level	\$30.89		1		View
Spokane	Electricians - Inside	Journeyman	\$59.79	7G	1E		View
Spokane	Electricians - Motor Shop	Craftsman	\$15.37		1		View
Spokane	Electricians - Motor Shop	Journey Level	\$14.69		1		View
Spokane	Electricians - Powerline Construction	Cable Splicer	\$88.89	5A	4D		View
Spokane	Electricians - Powerline Construction	Certified Line Welder	\$81.65	5A	4D		View
Spokane	Electricians - Powerline Construction	Groundperson	\$52.91	5A	4D		View
Spokane	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$81.65	5A	4D		View
Spokane	Electricians - Powerline Construction	Journey Level Lineperson	\$81.65	5A	4D		View
Spokane	Electricians - Powerline Construction	Line Equipment Operator	\$70.02	5A	4D		View
Spokane	Electricians - Powerline Construction	Meter Installer	\$52.91	5A	4D	8W	View
Spokane	Electricians - Powerline Construction	Pole Sprayer	\$81.65	5A	4D		View
Spokane	Electricians - Powerline Construction	Powderperson	\$60.75	5A	4D		View
Spokane	Electronic Technicians	Journey Level	\$48.62	5I	1B		View
Spokane	Elevator Constructors	Mechanic	\$103.81	7D	4A		View
Spokane	Elevator Constructors	Mechanic In Charge	\$112.09	7D	4A		View
Spokane	Fabricated Precast Concrete Products	Journey Level	\$20.23		1		View
Spokane	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$20.23		1		View
Spokane	Fence Erectors	Fence Erector	\$44.04	7B	1M	8Z	View
Spokane	Fence Erectors	Fence Erector	\$44.04	7B	1M	8Z	View
Spokane	Flaggers	Journey Level	\$41.94	7B	1M	8Z	View
Spokane	Glaziers	Journey Level	\$35.56	7L	4L		View
Spokane	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$57.24	5K	1U		View

Spokane	Heating Equipment Mechanics	Journey Level	\$61.36	6Z	1B		View
Spokane	Hod Carriers & Mason Tenders	Journey Level	\$44.89	7B	1M	8Z	View
Spokane	Industrial Power Vacuum Cleaner	Journey Level	\$14.49		1		View
Spokane	Inland Boatmen	Journey Level	\$14.49		1		View
Spokane	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$14.49		1		View
Spokane	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$14.49		1		View
Spokane	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$14.49		1		View
Spokane	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$14.49		1		View
Spokane	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$14.49		1		View
Spokane	Insulation Applicators	Journey Level	\$51.25	7E	4X	8N	View
Spokane	Ironworkers	Journeyman	\$66.91	7N	1O		View
Spokane	Laborers	Air And Hydraulic Track Drill	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Asphalt Raker	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Asphalt Roller, Walking	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Brick Pavers	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Brush Hog Feeder	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Brush Machine	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Caisson Worker, Free Air	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Carpenter Tender	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Cement Finisher Tender	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Cement Handler	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Chain Saw Operator & Faller	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Clean-up Laborer	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Compaction Equipment	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Concrete Crewman	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Concrete Saw, Walking	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Concrete Signalman	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Concrete Stack	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Confined Space Attendant	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Crusher Feeder	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Demolition	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Demolition Torch	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Dope Pot Fireman, Non-mechanical	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Driller Helper (when Required To Move & Position Machine)	\$44.31	7B	1M	8Z	View

Spokane	Laborers	Drills With Dual Masts	\$44.86	7B	1M	8Z	View
Spokane	Laborers	Dry Stack Walls	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Dumpman	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Erosion Control Laborer	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Firewatch	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Form Cleaning Machine Feeder, Stacker	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Form Setter, Paving	\$44.31	7B	1M	8Z	View
Spokane	Laborers	General Laborer	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Grade Checker	\$46.57	7B	1M	8Z	View
Spokane	Laborers	Grout Machine Header Tender	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Guard Rail	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Gunite	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Hazardous Waste Worker (level A)	\$44.86	7B	1M	8Z	View
Spokane	Laborers	Hazardous Waste Worker (level B)	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Hazardous Waste Worker (level C)	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Hazardous Waste Worker (level D)	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Hdpe Or Similar Liner Installer	\$44.04	7B	1M	8Z	View
Spokane	Laborers	High Scaler	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Jackhammer Operator Miner, Class "b"	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Laser Beam Operator	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Miner, Class "a"	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Miner, Class "c"	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Miner, Class "d"	\$44.86	7B	1M	8Z	View
Spokane	Laborers	Monitor Operator, Air Track Or Similar Mounting	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Mortar Mixer	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Nipper	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Nozzleman	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Pavement Breaker, 90 Lbs. & Over	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Pavement Breaker, Under 90 Lbs.	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Pilot Car	\$41.94	7B	1M	9D	View
Spokane	Laborers	Pipelayer	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate.	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Pipewrapper	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Plasterer Tenders	\$44.58	7B	1M	8Z	View

Spokane	Laborers	Pot Tender	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Powderman	\$46.23	7B	1M	8Z	View
Spokane	Laborers	Powderman Helper	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Power Buggy Operator	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Remote Equipment Operator	\$44.86	7B	1M	8Z	View
Spokane	Laborers	Remote Equipment Operator (i.e Compaction And Demolition)	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Rigger/signal Person	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Riprap Person	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Rodder & Spreader	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Sandblast Tailhoseman	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Scaffold Erector, Wood Or Steel	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Scaleman	\$41.94	7B	1M	9D	View
Spokane	Laborers	Stake Jumper	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Structural Mover	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Tailhoseman (water Nozzle)	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Timber Bucker & Faller (by Hand)	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Track Laborer (rr)	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Traffic Control Laborer	\$41.94	7B	1M	9D	View
Spokane	Laborers	Traffic Control Supervisor	\$42.94	7B	1M	9E	View
Spokane	Laborers	Trencher, Shawnee	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Trenchless Technology Technician	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Truck Loader	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Tugger Operator	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Vibrators, All	\$44.58	7B	1M	8Z	View
Spokane	Laborers	Wagon Drills	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Water Pipe Liner	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$44.86	7B	1M	8Z	View
Spokane	Laborers	Well-point Person	\$44.04	7B	1M	8Z	View
Spokane	Laborers	Wheelbarrow, Power Driven	\$44.31	7B	1M	8Z	View
Spokane	Laborers	Window Washer, Cleaner	\$41.94	7B	1M	9D	View
Spokane	Laborers - Underground Sewer & Water	General Laborer & Topman	\$44.04	7B	1M	8Z	View
Spokane	Laborers - Underground Sewer & Water	Pipe Layer	\$44.58	7B	1M	8Z	View

Spokane	Landscape Construction	Landscape Laborer	\$41.94	7B	1M	9D	View
Spokane	Landscape Construction	Landscape Operator	\$51.05	7B	4W	9A	View
Spokane	Landscape Maintenance	Groundskeeper	\$14.49		1		View
Spokane	Lathers	Journey Level	\$51.25	7E	4X	8N	View
Spokane	Marble Setters	Journey Level	\$53.34	5A	1M		View
Spokane	Metal Fabrication (In Shop)	Fitter	\$14.49		1		View
Spokane	Metal Fabrication (In Shop)	Laborer	\$14.49		1		View
Spokane	Metal Fabrication (In Shop)	Machine Operator	\$14.49		1		View
Spokane	Metal Fabrication (In Shop)	Painter	\$14.49		1		View
Spokane	Metal Fabrication (In Shop)	Welder	\$14.49		1		View
Spokane	Millwright	Journey Level	\$71.07	5A	1B		View
Spokane	Modular Buildings	Journey Level	\$14.49		1		View
Spokane	Painters	Commercial Painter	\$40.26	6Z	1W		View
Spokane	Painters	Industrial Painter	\$46.97	6Z	1W	9D	View
Spokane	Pile Driver	General Pile Driver	\$52.25	7E	4X	8N	View
Spokane	Pile Driver	Heavy Construction Pile Driver	\$58.01	7E	4X	9E	View
Spokane	Plasterers	Journey Level	\$46.51	7K	1N		View
Spokane	Playground & Park Equipment Installers	Journey Level	\$14.49		1		View
Spokane	Plumbers & Pipefitters	Journey Level	\$68.85	7E	1J		View
Spokane	Power Equipment Operators	A-frame Truck (2 Or More Drums)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	A-frame Truck (single Drum)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Asphalt Plant Operator	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Backfillers (cleveland & Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Backhoe (over 110,000 Gw)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$51.49	7B	4W	9A	View

Spokane	Power Equipment Operators	Bagley Or Stationary Scraper	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Batch Plant (over 4 Units)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Belt Finishing Machine	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Belt Loader (kocal Or Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Bending Machine	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Bit Grinders	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Blower Operator (cement)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Boat Operator	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Bob Cat (skid Steer)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Bolt Threading Machine	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Boom Cats (side)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Boring Machine (earth)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Bump Cutter (wayne, Saginaw Or Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Cableway Controller (dispatcher)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Cableway Operators	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Canal Lining Machine (concrete)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Cement Hog	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Clamshell, Dragline	\$52.86	7B	4W	9A	View
Spokane	Power Equipment Operators	Compactor (self-propelled With Blade)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$49.96	7B	4W	9A	View

Spokane	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Concrete Pump Boon Truck	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Concrete Saw (multiple Cut)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Concrete Slip Form Paver	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Cranes (100 to 299 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$53.36	7B	4W	9A	View
Spokane	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Cranes (300 Tons and Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$53.86	7B	4W	9A	View
Spokane	Power Equipment Operators	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Cranes (86 to 99 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$52.86	7B	4W	9A	View
Spokane	Power Equipment Operators	Crusher Feeder	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Deck Engineer	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Deck Hand	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Distributor Leverman	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Ditch Witch Or Similar	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Dope Pots (power Agitated	\$50.28	7B	4W	9A	View

Spokane	Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Dozer, 834 R/t & Similar	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Drill Doctor	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Driller Licensed	\$52.86	7B	4W	9A	View
Spokane	Power Equipment Operators	Drillers Helper	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Elevating Belt (holland Type)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Elevator Hoisting Materials	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Fireman & Heater Tender	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Gin Trucks (pipeline)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Grade Checker	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Guniting Combination Mixer & Compressor	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	H.d. Mechanic	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	H.d. Welder	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Heavy Equipment Robotics Operator	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Helicopter Pilot	\$52.86	7B	4W	9A	View
Spokane	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Hoe Ram	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Hoist, Single Drum	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	\$49.96	7B	4W	9A	View

Spokane	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Lime Brain Operator (recycle Train)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	\$52.86	7B	4W	9A	View
Spokane	Power Equipment Operators	Locomotive Engineer	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Longitudinal Float	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Master Environmental Maintenance Technician	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Mixer (portable - Concrete)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Mixermobile	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Mucking Machine	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Multiple Dozer Units With Single Blade	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Paving (dual Drum)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Piledriving Engineers	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Plant Oiler	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Posthole Auger Or Punch	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Power Broom	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Pump (grout Or Jet)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Pumpman	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Quad-track Or Similar Equipment	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	\$51.21	7B	4W	9A	View

Spokane	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Roto Mill (pavement Grinder)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Rotomill Groundsman	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Scrapers, All, Rubber-tired	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Screed Operator	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Shovels (3 Yds. & Over)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Shovels (under 3 Yds.)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Spray Curing Machine (concrete)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Spreader Box (self-propelled)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Spreader Machine	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Steam Cleaner	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Straddle Buggy (ross & Similar On Construction Job Only)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Surface Heater & Planer Machine	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators	Traverse Finish Machine	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Tug Boat Operator	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Tugger Operator	\$50.28	7B	4W	9A	View

Spokane	Power Equipment Operators	Turnhead (with Re-screening)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Turnhead Operator	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Vactor Guzzler, Super Sucker	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators	Vacuum Blasting Machine Operator	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators	Welding Machine	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators	Whirleys & Hammerheads, All	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (2 Or More Drums)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (single Drum)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant (under 1000 Ton)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Automatic Subgrader (ditches & Trimmers)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Backfillers (cleveland & Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Backhoe & Hoe Ram (under 3/4 Yd.)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw & Under)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw To 110,000 Gw)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Backhoe (over 110,000 Gw)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3 Yds & Over)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Bagley Or Stationary Scraper	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$50.89	7B	4W	9A	View

Spokane	Power Equipment Operators- Underground Sewer & Water	Batch Plant (over 4 Units)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Belt Finishing Machine	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Belt Loader (kocal Or Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Belt-crete Conveyors With Power Pack Or Similar	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Bending Machine	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Bit Grinders	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Blade Operator (motor Patrol & Attachments)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Blower Operator (cement)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Bob Cat (skid Steer)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Bolt Threading Machine	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Boom Cats (side)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Boring Machine (earth)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Bump Cutter (wayne, Saginou Or Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Cableway Controller (dispatcher)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Cableway Operators	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Canal Lining Machine (concrete)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Carrydeck & Boom Truck (under 25 Tons)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Cement Hog	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Clamshell, Dragline	\$52.86	7B	4W	9A	View
Spokane	Power Equipment Operators- Underground Sewer & Water	Compactor (self-propelled With Blade)	\$51.49	7B	4W	9A	View

Spokane	Power Equipment Operators-Underground Sewer & Water	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Concrete Cleaning / Decontamination Machine Operator	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Concrete Pump Boon Truck	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Concrete Saw (multiple Cut)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Concrete Slip Form Paver	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Conveyor Aggregate Delivery Systems (c.a.d.)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Cranes (100 to 299 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$53.36	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Cranes (300 Tons and Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$53.86	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Cranes (86 to 99 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$52.86	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Crusher Feeder	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Crusher, Grizzle & Screening Plant Operator	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Curb Extruder (asphalt Or Concrete)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Deck Engineer	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Deck Hand	\$49.96	7B	4W	9A	View

Spokane	Power Equipment Operators-Underground Sewer & Water	Derricks & Stifflegs (65 Tons & Over)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Derricks & Stifflegs (under 65 Tons)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Distributor Leverman	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Ditch Witch Or Similar	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Dope Pots (power Agitated)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractors (d-6 & Equivalent & Over)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Dozer, 834 R/t & Similar	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Drill Doctor	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Driller Licensed	\$52.86	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Drillers Helper	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Drills (churn, Core, Calyx Or Diamond)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Elevating Belt (holland Type)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Elevator Hoisting Materials	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Equipment Serviceman, Greaser & Oiler	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Fireman & Heater Tender	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Generator Plant Engineers (diesel Or Electric)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Gin Trucks (pipeline)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Grade Checker	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Gunite Combination Mixer & Compressor	\$50.89	7B	4W	9A	View

Spokane	Power Equipment Operators-Underground Sewer & Water	H.d. Mechanic	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	H.d. Welder	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Heavy Equipment Robotics Operator	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Helicopter Pilot	\$52.86	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Helper, Mechanic Or Welder, H.D	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Hoe Ram	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Hoist (2 Or More Drums Or Tower Hoist)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Hoist, Single Drum	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Hydro-seeder, Mulcher, Nozzleman	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Lime Batch Tank Operator (recycle Train)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Lime Brain Operator (recycle Train)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Loaders (bucket Elevators And Conveyors)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead And Front-end, 10 Yds. & Over)	\$52.86	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Locomotive Engineer	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Longitudinal Float	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Master Environmental Maintenance Technician	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Mixer (portable - Concrete)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Mixermobile	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Mobile Crusher Operator (recycle Train)	\$51.49	7B	4W	9A	View

Spokane	Power Equipment Operators-Underground Sewer & Water	Mucking Machine	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Multiple Dozer Units With Single Blade	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker, Hydra-hammer & Similar	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Paving (dual Drum)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Paving Machine (asphalt And Concrete)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Piledriving Engineers	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Plant Oiler	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Posthole Auger Or Punch	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Power Broom	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Pump (grout Or Jet)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Pumpman	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Quad-track Or Similar Equipment	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Railroad Ballast Regulation Operator (self-propelled)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Railroad Power Tamper Operator (self-propelled)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Railroad Tamper Jack Operator (self-propelled)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Railroad Track Liner Operator (self-propelled)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (1000 Tons & Over)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (under 1000 Ton)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Rollerman (finishing Asphalt Pavement)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Roto Mill (pavement Grinder)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Rotomill Groundsman	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$51.76	7B	4W	9A	View

Spokane	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Skidders (r/t With Or Without Attachments)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Scrapers, All, Rubber-tired	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Screed Operator	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Shovels (3 Yds. & Over)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Shovels (under 3 Yds.)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$51.21	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Soil Stabilizer (p & H Or Similar)	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Spray Curing Machine (concrete)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Spreader Box (self-propelled)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Spreader Machine	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Steam Cleaner	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Straddle Buggy (ross & Similar On Construction Job Only)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Surface Heater & Planer Machine	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Traverse Finish Machine	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (7 Ft. Depth & Over)	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (under 7 Ft. Depth Capacity)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Tug Boat Operator	\$51.49	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Tugger Operator	\$50.28	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Turnhead (with Re-screening)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Turnhead Operator	\$50.89	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Vactor Guzzler, Super Sucker	\$51.49	7B	4W	9A	View

Spokane	Power Equipment Operators-Underground Sewer & Water	Vacuum Blasting Machine Operator	\$51.76	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$51.05	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Welding Machine	\$49.96	7B	4W	9A	View
Spokane	Power Equipment Operators-Underground Sewer & Water	Whirleys & Hammerheads, All	\$51.76	7B	4W	9A	View
Spokane	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View
Spokane	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A		View
Spokane	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A		View
Spokane	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A		View
Spokane	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A		View
Spokane	Refrigeration & Air Conditioning Mechanics	Journey Level	\$61.25	7E	1J		View
Spokane	Residential Brick Mason	Journey Level	\$22.50		1		View
Spokane	Residential Carpenters	Journey Level	\$31.62		1		View
Spokane	Residential Cement Masons	Journey Level	\$30.58		1		View
Spokane	Residential Drywall Applicators	Journey Level	\$26.29		1		View
Spokane	Residential Drywall Tapers	Journey Level	\$46.18	7E	1P		View
Spokane	Residential Electricians	Journey Level	\$34.48	5I	1E		View
Spokane	Residential Glaziers	Journey Level	\$30.82		1		View
Spokane	Residential Insulation Applicators	Journey Level	\$32.31		1		View
Spokane	Residential Laborers	Journey Level	\$21.15		1		View
Spokane	Residential Marble Setters	Journey Level	\$53.34	5A	1M		View
Spokane	Residential Painters	Journey Level	\$30.66		1		View
Spokane	Residential Plumbers & Pipefitters	Journey Level	\$28.62		1		View
Spokane	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$21.30		1		View
Spokane	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$61.36	5I	1B		View
Spokane	Residential Soft Floor Layers	Journey Level	\$17.05		1		View
Spokane	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$31.00		1		View
Spokane	Residential Stone Masons	Journey Level	\$53.34	5A	1M		View
Spokane	Residential Terrazzo Workers	Journey Level	\$20.61		1		View
Spokane	Residential Terrazzo/Tile Finishers	Journey Level	\$25.58		1		View
Spokane	Residential Tile Setters	Journey Level	\$20.61		1		View
Spokane	Roofers	Journey Level	\$42.79	5I	1R		View
Spokane	Roofers	Using Irritable Bituminous Materials	\$44.79	5I	1R		View

Spokane	Sheet Metal Workers	Journey Level (Field or Shop)	\$61.36	6Z	1B		View
Spokane	Sign Makers & Installers (Electrical)	Journey Level	\$14.49		1		View
Spokane	Sign Makers & Installers (Non-Electrical)	Sign Installer	\$19.12		1		View
Spokane	Sign Makers & Installers (Non-Electrical)	Sign Maker	\$15.00		1		View
Spokane	Soft Floor Layers	Journey Level	\$54.41	5A	3J		View
Spokane	Solar Controls For Windows	Journey Level	\$14.49		1		View
Spokane	Sprinkler Fitters (Fire Protection)	Journey Level	\$60.86	7J	1R		View
Spokane	Stage Rigging Mechanics (Non Structural)	Journey Level	\$14.49		1		View
Spokane	Stone Masons	Journey Level	\$53.34	5A	1M		View
Spokane	Street And Parking Lot Sweeper Workers	Journey Level	\$20.47		1		View
Spokane	Surveyors	All Classifications	\$19.84	0	1		View
Spokane	Telecommunication Technicians	Journey Level	\$48.62	5I	1B		View
Spokane	Telephone Line Construction - Outside	Cable Splicer	\$38.27	5A	2B		View
Spokane	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.66	5A	2B		View
Spokane	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.96	5A	2B		View
Spokane	Telephone Line Construction - Outside	Telephone Lineperson	\$36.17	5A	2B		View
Spokane	Terrazzo Workers	Journey Level	\$43.81	5A	1M		View
Spokane	Tile Setters	Journey Level	\$43.81	5A	1M		View
Spokane	Tile, Marble & Terrazzo Finishers	Journey Level	\$35.93	5A	1M		View
Spokane	Traffic Control Stripers	Journey Level	\$50.51	7A	1K		View
Spokane	Truck Drivers	Asphalt Mix Over 20 Yards	\$50.49	5D	1V	8M	View
Spokane	Truck Drivers	Asphalt Mix To 20 Yards	\$50.12	5D	1V	8M	View
Spokane	Truck Drivers	Dump Truck	\$50.12	5D	1V	8M	View
Spokane	Truck Drivers	Dump Truck & Trailer	\$50.49	5D	1V	8M	View
Spokane	Truck Drivers	Other Trucks	\$50.01	5D	1V	8M	View
Spokane	Truck Drivers - Ready Mix	Transit Mixers 20 yards and under	\$50.49	5D	1V	8M	View
Spokane	Truck Drivers - Ready Mix	Transit Mixers over 20 yards	\$50.82	5D	1V	8M	View
Spokane	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$21.00		1		View
Spokane	Well Drillers & Irrigation Pump Installers	Oiler	\$14.49		1		View
Spokane	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		View

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

- 1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

11. I. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

Holiday Codes Continued

- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
 - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6.
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
 - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
 - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7.
- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
- I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

8. X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) – 130' to 199' – \$0.50 per hour over their classification rate.
- (B) – 200' to 299' – \$0.80 per hour over their classification rate.
- (C) – 300' and over – \$1.00 per hour over their classification rate.

Note Codes Continued

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities X Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
2	SPCC PLAN	1.00 LS	\$ 1,067.00	\$ 1,067.00
3	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 4,267.00	\$ 4,267.00
4	MOBILIZATION	1.00 LS	\$ 100,816.00	\$ 100,816.00
5	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 15,489.00	\$ 15,489.00
6	TYPE III BARRICADE	31.00 EA	\$ 14.00	\$ 434.00
7	CLEARING AND GRUBBING	1.00 LS	\$ 21,407.00	\$ 21,407.00
8	TREE ROOT TREATMENT	7.00 EA	\$ 1,354.00	\$ 9,478.00
9	TREE PROTECTION ZONE	25.00 EA	\$ 382.00	\$ 9,550.00
10	TREE PRUNING	29.00 EA	\$ 382.00	\$ 11,078.00
11	SAWCUTTING FLEXIBLE PAVEMENT	1,708.00 LFI	\$ 1.00	\$ 1,708.00
12	ROADWAY EXCAVATION INCL. HAUL	1.00 LS	\$ 21,149.00	\$ 21,149.00

13	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	65.00	\$	650.00
14	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	151.00	\$	1,510.00
15	PREPARATION OF UNTREATED ROADWAY	5,450.00 SY	\$	4.00	\$	21,800.00
16	CRUSHED SURFACING TOP COURSE	700.00 CY	\$	49.00	\$	34,300.00
17	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	5,450.00 SY	\$	33.79	\$	184,155.50
18	SOIL RESIDUAL HERBICIDE	5,450.00 SY	\$	0.70	\$	3,815.00
19	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
20	COMPACTION PRICE ADJUSTMENT	4,000.00 EST	\$	1.00	\$	4,000.00
21	MH OR DW FRAME AND COVER (STANDARD)	4.00 EA	\$	1,564.00	\$	6,256.00
22	CLEANING EXISTING DRAINAGE STRUCTURE	9.00 EA	\$	556.00	\$	5,004.00
23	ESC LEAD	1.00 LS	\$	1,889.00	\$	1,889.00
24	INLET PROTECTION	9.00 EA	\$	166.00	\$	1,494.00
25	HYDROSEEDING	1,100.00 SY	\$	5.50	\$	6,050.00
26	ASPHALT CONCRETE GUTTER	90.00 LF	\$	17.00	\$	1,530.00
Schedule A-1 Subtotal					\$	<u>468,896.50</u>

SCHEDULE A-2
Tax Classification:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
<i>Summary of Bid Items</i>			<i>Bid Total</i>	\$ <u>468,896.50</u>

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

Project Number **2022049**

Project Description 2022 Paving Unpaved Streets - North

Original Date

6/28/2022 7:34:00 AM

Project Number: 2022049			Engineer's Estimate		LARIVIERE INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Sales tax shall be included in unit prices

1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
2	SPCC PLAN	1 LS	1,000.00	1,000.00	1,067.00	\$1,067.00	650.00	\$650.00	1,000.00	\$1,000.00
3	PUBLIC LIAISON REPRESENTATIVE	1 LS	2,500.00	2,500.00	4,267.00	\$4,267.00	15,000.00	\$15,000.00	12,000.00	\$12,000.00
4	MOBILIZATION	1 LS	35,000.00	35,000.00	100,816.00	\$100,816.00	86,913.10	\$86,913.10	53,000.00	\$53,000.00
5	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	25,000.00	25,000.00	15,489.00	\$15,489.00	87,000.00	\$87,000.00	60,000.00	\$60,000.00
6	TYPE III BARRICADE	31 EA	100.00	3,100.00	14.00	\$434.00	112.50	\$3,487.50	55.00	\$1,705.00
7	CLEARING AND GRUBBING	1 LS	2,500.00	2,500.00	21,407.00	\$21,407.00	46,500.00	\$46,500.00	13,000.00	\$13,000.00
8	TREE ROOT TREATMENT	7 EA	850.00	5,950.00	1,354.00	\$9,478.00	760.00	\$5,320.00	745.00	\$5,215.00
9	TREE PROTECTION ZONE	25 EA	300.00	7,500.00	382.00	\$9,550.00	310.00	\$7,750.00	300.00	\$7,500.00
10	TREE PRUNING	29 EA	300.00	8,700.00	382.00	\$11,078.00	310.00	\$8,990.00	300.00	\$8,700.00
11	SAWCUTTING FLEXIBLE PAVEMENT	1708 LFI	2.00	3,416.00	1.00	\$1,708.00	1.80	\$3,074.40	0.75	\$1,281.00
12	ROADWAY EXCAVATION INCL. HAUL	1 LS	25,000.00	25,000.00	21,149.00	\$21,149.00	65,000.00	\$65,000.00	89,000.00	\$89,000.00
13	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	40.00	400.00	65.00	\$650.00	177.50	\$1,775.00	37.00	\$370.00
14	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	50.00	500.00	151.00	\$1,510.00	155.00	\$1,550.00	53.00	\$530.00
15	PREPARATION OF UNTREATED ROADWAY	5450 SY	4.50	24,525.00	4.00	\$21,800.00	5.00	\$27,250.00	11.00	\$59,950.00
16	CRUSHED SURFACING TOP COURSE	700 CY	75.00	52,500.00	49.00	\$34,300.00	53.75	\$37,625.00	102.00	\$71,400.00
17	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	5450 SY	25.00	136,250.00	33.79	\$184,155.50	21.00	\$114,450.00	29.00	\$158,050.00
18	SOIL RESIDUAL HERBICIDE	5450 SY	0.55	2,997.50	0.70	\$3,815.00	0.30	\$1,635.00	0.50	\$2,725.00
19	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)

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

<i>Project Number:</i> 2022049			<i>Engineer's Estimate</i>		LARIVIERE INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
20	COMPACTION PRICE ADJUSTMENT	4000 EST	1.00	4,000.00	1.00	\$4,000.00	1.00	\$4,000.00	1.00	\$4,000.00
21	MH OR DW FRAME AND COVER (STANDARD)	4 EA	1,250.00	5,000.00	1,564.00	\$6,256.00	1,200.00	\$4,800.00	1,320.00	\$5,280.00
22	CLEANING EXISTING DRAINAGE STRUCTURE	9 EA	500.00	4,500.00	556.00	\$5,004.00	450.00	\$4,050.00	425.00	\$3,825.00
23	ESC LEAD	1 LS	1,000.00	1,000.00	1,889.00	\$1,889.00	2,500.00	\$2,500.00	1,200.00	\$1,200.00
24	INLET PROTECTION	9 EA	150.00	1,350.00	166.00	\$1,494.00	150.00	\$1,350.00	140.00	\$1,260.00
25	HYDROSEEDING	1100 SY	4.00	4,400.00	5.50	\$6,050.00	1.50	\$1,650.00	1.40	\$1,540.00
26	ASPHALT CONCRETE GUTTER	90 LF	8.00	720.00	17.00	\$1,530.00	23.50	\$2,115.00	12.00	\$1,080.00
Bid Total				\$357,808.50		\$468,896.50		\$534,435.00		\$563,611.00

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	357,808.50	0.00	0.00	0.00	0.00	0.00	357,808.50
LARIVIERE INC (Submitted)	468,896.50	0.00	0.00	0.00	0.00	0.00	468,896.50
INLAND ASPHALT COMPANY(Submitted)	534,435.00	0.00	0.00	0.00	0.00	0.00	534,435.00
SHAMROCK PAVING INC(Submitted)	563,611.00	0.00	0.00	0.00	0.00	0.00	563,611.00

Low Bid Contractor: LARIVIERE INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	468,896.50	357,808.50	31.05 % Over Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<u>468,896.50</u>	<u>357,808.50</u>	<u>31.05 % Over Estimate</u>

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

07/11/2022

Date Rec'd

6/29/2022

Clerk's File #

OPR 2022-0504

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 – LOW BID AWARD – TJ MEENACH (2014153) – HALME

Cross Ref #**Project #**

2014153

Bid #**Requisition #**

CR#23737

Agenda Wording

Low Bid of Halme Construction Inc. (Spokane, WA) for T.J. Meenach Drive from Pettet Drive to Northwest Boulevard - \$3,984,074.36 including tax and an administrative reserve of 10%. (Audubon/Downriver & Emerson/Garfield Neighborhood Council)

Summary (Background)

On June 27, 2022 bids were opened for the above project. The low bid was from Halme Construction Inc. in the amount of \$3,621,365.89, which is \$757,012.11 or 20.4% below the Engineer's Estimate of \$4,378,378.00; four other bids were received as follows: DW Excavating Inc., - \$3,722,764.40, Inland Infrastructure LLC, - \$3,853,532.50, LaRiviere Inc., - \$4,150,280.70 and Corridor Contractors - \$4,932,241.75.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 1,431,254.64

3200 49828 95300 56501 86076

Expense \$ 157,117.34

4250 98817 94310 56501 14427

Expense \$ 749,304.30

4250 98817 94310 56501 14427

Expense \$ 661,420.24

4250 98817 94310 56501 14427

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

TWOHIG, KYLE

Study Session\Other

PIES 5/23

Division Director

FEIST, MARLENE

Council Sponsor

Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

PRINCE, THEA

pyoung@spokanecity.org

ddaniels@spokanecity.org

jgraff@spokanecity.org

JasonH@halmeconstruction.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense **\$** 837,843.23

Expense **\$** 147,134.61

Budget Account

4250 98817 94350 56501 14439

4250 42300 94340 56501 14438

Distribution List

Committee Agenda Sheet

PIES

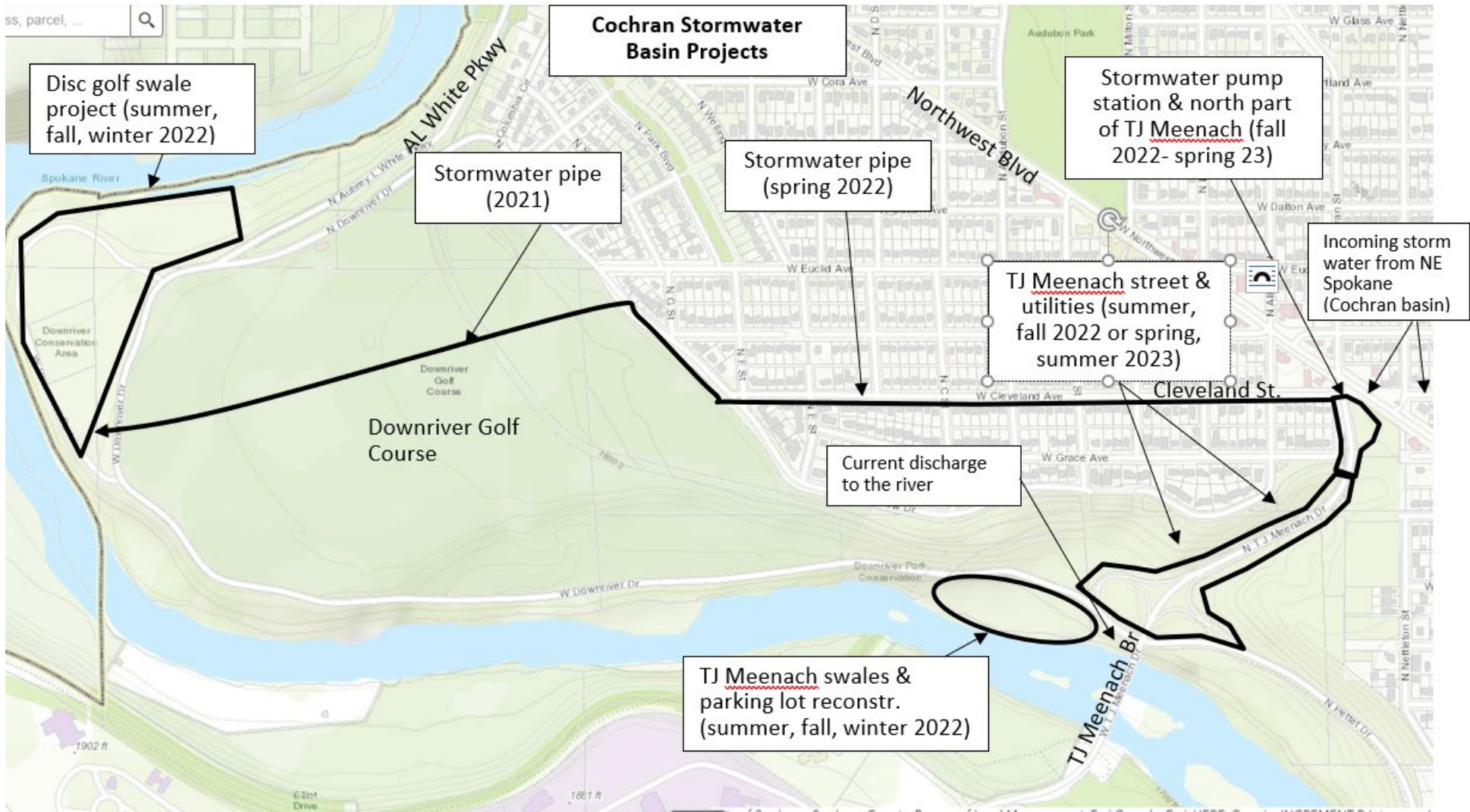
Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Cochran Basin Stormwater Projects
Summary (Background)	<ul style="list-style-type: none"> • This briefing paper is an update to the briefing paper submitted for the June 2021 PIES meeting. • The Cochran storm drainage basin covers approximately 5,300 acres in NE Spokane, generally bounded on the west by Alberta St., on the north by Francis Ave. on the east by Market St. and on the south by Montgomery St. • Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Br. For several years the City has been seeking and has now acquired funding necessary to address this issue. • Engineering Services has formulated the series of projects shown on the attached exhibit which began last year and will continue this year and into 2023. Those projects are described as follows. <ul style="list-style-type: none"> ○ The largest proposed treatment swale area is at the disc golf course west of downriver golf course. Following swale construction, the disc golf course will be restored and upgraded. ○ A second treatment swale area is south of the existing parking lot at the NW end of the TJ-Meenach bridge. That parking lot, which serves river rafters, will be expanded and upgraded. These two swales will be packaged into a single project to be bid in late May/early June of this year. ○ To get the stormwater to the disc golf course treatment area, a pump station will be constructed at the SE corner of TJ Meenach & NW Blvd. That project, which will also reconstruct the north portion of TJ Meenach, will bid in July of this year. ○ Water from that pump station will be piped to the proposed swales at the disc golf course via Cleveland Ave (via a project already under construction). and across Downriver golf course (via a project completed in 2021) and also to the proposed swales at the NW end of the TJ Meenach Bridge via a new pipe in TJ Meenach Dr. ○ TJ Meenach Dr. will also be reconstructed from the bridge to Northwest Blvd. That project will include various utility work including replacement of the existing water main, installation of new/replacement stormwater mains, and installation of 2nd 60" diameter siphon beneath TJ Meenach which is one of the biggest utility pipes in the city. The connection of that proposed secondary siphon to the existing 60" sewer main will be constructed in a separate project to be bid later this summer and constructed in summer 2023. • Impacts to the project vary by project.

	<ul style="list-style-type: none"> • The treatment swale construction at the disc golf will impact traffic minimally but will result in disc golf course closure for the duration of construction. • The treatment swale construction at the NW end of the TJ Meenach bridge will impact traffic minimally but will result in closure of that parking lot and associated river access for the duration of construction. • The pump station construction will be mostly but not entirely out of TJ Meenach and is planned to largely coincide with TJ Meenach construction. If construction does extend beyond the TJ Meenach construction window, TJ Meenach will remain open to one lane each direction. • The project with the biggest public impact will be the TJ Meenach reconstruction and utility project which will require full closure of this important road. We will coordinate closely with the community college and structure the work in such a way that overall closure time is minimized. <p>These projects are largely funded with multiple state grants and loans which have various overlapping deadlines which the project timing indicated on the attached exhibit is designed to satisfy.</p>
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

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

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.





City of Spokane

PUBLIC WORKS CONTRACT

**Title: TJ MEENACH DRIVE – PETTET DRIVE
TO NORTHWEST BOULEVARD**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HALME CONSTRUCTION, INC.**, whose address is 8727 West Highway 2, #100, Spokane, Washington 99208 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **TJ MEENACH DRIVE – PETTET DRIVE TO NORTHWEST BOULEVARD.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract provisions, contract plans, , standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedules A-1 and A-3 for the actual quantities furnished for each bid item.

7. TAXES. Bid items in Schedule A-1 will include sales tax. Bid items in Schedule A-3 shall not include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735 (from 1225 Marietta Avenue, Spokane, WA 99207). All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries,

prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

- number, as required in Title 82 RCW;
- d. An electrical contractor license, if required by Chapter 19.28 RCW;
- e. An elevator contractor license, if required by Chapter 70.87 RCW.

- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

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

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

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

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor

Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1)

acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

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

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

HALME CONSTRUCTION, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

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

PAYMENT BOND

We, **HALME CONSTRUCTION, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND NINETY-FIVE AND 50/100 DOLLARS (\$3,575,095.50)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **TJ MEENACH DRIVE – PETTET DRIVE TO NORTHWEST BOULEVARD**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
County of _____) ss.

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **HALME CONSTRUCTION, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND NINETY-FIVE AND 50/100 DOLLARS (\$3,575,095.50)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **TJ MEENACH DRIVE – PETTET DRIVE TO NORTHWEST BOULEVARD**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

ITEM NO.	ITEM DESCRIPTION	ESTI- MATED QUANTI- TIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 3,500.00	\$ 3,500.00
2	NO TRESPASSING SIGN	6.00 EA	\$ 577.00	\$ 3,462.00
3	HEALTH AND SAFETY PLAN	1.00 LS	\$ 6,600.00	\$ 6,600.00
4	SITE CLEANUP OF BIO AND PHYSICAL HAZ- ARDS	10,000.00 FA	\$ 1.00	\$ 10,000.00
5	APPRENTICE UTILIZATION	1.00 LS	\$ 13,000.00	\$ 13,000.00
6	REIMBURSEMENT OF THIRD PARTY DAM- AGE	1.00 EST	\$ 1.00	\$ 1.00
7	SPCC PLAN	1.00 LS	\$ 650.00	\$ 650.00
8	ARCHAEOLOGICAL AND HISTORICAL SAL- VAGE	1.00 EST	\$ 30,000.00	\$ 30,000.00
9	POTHOLING	35.00 EA	\$ 550.00	\$ 19,250.00
10	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 5,400.00	\$ 5,400.00
11	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 3,200.00	\$ 3,200.00
12	MOBILIZATION	1.00 LS	\$ 332,000.00	\$ 332,000.00

13	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$	90,000.00	\$	90,000.00
14	SPECIAL SIGNS	280.00 SF	\$	23.00	\$	6,440.00
15	SEQUENTIAL ARROW SIGNS	2,900.00 HR	\$	6.00	\$	17,400.00
16	PORTABLE CHANGEABLE MESSAGE SIGN	1,400.00 HR	\$	7.00	\$	9,800.00
17	TYPE III BARRICADE	20.00 EA	\$	115.00	\$	2,300.00
18	CLEARING AND GRUBBING	1.00 LS	\$	10,000.00	\$	10,000.00
19	TREE ROOT TREATMENT	2.00 EA	\$	290.00	\$	580.00
20	TREE PROTECTION ZONE	22.00 EA	\$	87.00	\$	1,914.00
21	REMOVE TREE, CLASS I	33.00 EA	\$	290.00	\$	9,570.00
22	REMOVE TREE, CLASS II	4.00 EA	\$	780.00	\$	3,120.00
23	REMOVE TREE, CLASS III	2.00 EA	\$	1,605.00	\$	3,210.00
24	TREE PRUNING	6.00 EA	\$	462.00	\$	2,772.00
25	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	3,000.00	\$	3,000.00
26	REMOVE EXISTING CURB	725.00 LF	\$	9.00	\$	6,525.00
27	REMOVE EXISTING CURB AND GUTTER	975.00 LF	\$	9.00	\$	8,775.00

28	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1,280.00 SY	\$	10.00	\$	12,800.00
29	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3.00 EA	\$	408.00	\$	1,224.00
30	REMOVE CURB/GRATE INLET	1.00 EA	\$	544.00	\$	544.00
31	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	150.00 LF	\$	8.00	\$	1,200.00
32	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	150.00 LF	\$	9.00	\$	1,350.00
33	SAWCUTTING CURB	61.00 EA	\$	29.00	\$	1,769.00
34	SAWCUTTING RIGID PAVEMENT	1,575.00 LFI	\$	0.80	\$	1,260.00
35	SAWCUTTING FLEXIBLE PAVEMENT	7,100.00 LFI	\$	0.25	\$	1,775.00
36	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1.00 EA	\$	911.00	\$	911.00
37	ROADWAY EXCAVATION INCL. HAUL	3,620.00 CY	\$	30.00	\$	108,600.00
38	ROADWAY EXCAVATION INCL. HAUL - SWALES	300.00 CY	\$	27.00	\$	8,100.00
39	REMOVE UNSUITABLE FOUNDATION MATERIAL	70.00 CY	\$	44.00	\$	3,080.00
40	REPLACE UNSUITABLE FOUNDATION MATERIAL	70.00 CY	\$	40.00	\$	2,800.00
41	GRADING AND SHAPING SWALES	1,175.00 SY	\$	20.00	\$	23,500.00
42	SUBGRADE PREPARATION	8,175.00 SY	\$	2.40	\$	19,620.00

43	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	900.00 SY	\$	26.50	\$	23,850.00
44	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	60.00 SY	\$	41.00	\$	2,460.00
45	CONSTRUCTION GEOMEMBRANE LINER	900.00 SY	\$	15.00	\$	13,500.00
46	CRUSHED SURFACING TOP COURSE	844.00 CY	\$	78.00	\$	65,832.00
47	CRUSHED SURFACING BASE COURSE	1,394.00 CY	\$	41.00	\$	57,154.00
48	CSTC FOR SIDEWALK AND DRIVEWAYS	61.00 CY	\$	106.00	\$	6,466.00
49	BALLAST	40.00 CY	\$	92.00	\$	3,680.00
50	CRACK SEALING, 1 INCH TO 3 INCH	2,000.00 LF	\$	2.30	\$	4,600.00
51	CRACK SEALING, 3 INCH TO 6 INCH	60.00 LF	\$	29.00	\$	1,740.00
52	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	10,023.00 SY	\$	46.00	\$	461,058.00
53	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	4,375.00 SY	\$	15.50	\$	67,812.50
54	HMA CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	1,200.00 SY	\$	18.00	\$	21,600.00
55	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	10.00 TON	\$	243.00	\$	2,430.00
56	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	796.00 SY	\$	55.00	\$	43,780.00
57	SOIL RESIDUAL HERBICIDE	1,200.00 SY	\$	1.20	\$	1,440.00

58	PAVEMENT REPAIR EXCAVATION INCL. HAUL	796.00 SY	\$	30.50	\$	24,278.00
59	PLANING BITUMINOUS PAVEMENT	4,375.00 SY	\$	6.00	\$	26,250.00
60	JOB MIX COMPLIANCE PRICE ADJUSTMENT	27,673.00 EST	\$	1.00	\$	27,673.00
61	COMPACTION PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
62	PRECAST UTILITY VAULT 11FT X 15FT	1.00 LS	\$	78,000.00	\$	78,000.00
63	REINFORCED CONCRETE HEADWALL 24 IN. DIA.	1.00 EA	\$	11,000.00	\$	11,000.00
64	UNDERDRAIN PIPE 6 IN. DIA.	356.00 LF	\$	12.00	\$	4,272.00
65	GRAVEL BACKFILL FOR DRAIN	515.00 CY	\$	46.00	\$	23,690.00
66	SCHEDULE A CULV. PIPE 18 IN. DIA.	15.00 LF	\$	130.00	\$	1,950.00
67	STORM SEWER PIPE 8 IN. DIA.	10.00 LF	\$	88.00	\$	880.00
68	STORM SEWER PIPE 18 IN. DIA.	1,575.00 LF	\$	25.00	\$	39,375.00
69	STORM SEWER PIPE 24 IN. DIA.	435.00 LF	\$	92.00	\$	40,020.00
70	STORM SEWER PIPE 36 IN. DIA.	270.00 LF	\$	246.00	\$	66,420.00
71	STORM SEWER PIPE 48 IN. DIA.	3.00 LF	\$	123.00	\$	369.00
72	STORM SEWER CARRIER PIPE 36 IN. DIA.	100.00 LF	\$	160.00	\$	16,000.00

73	MANHOLE - 48 IN.	9.00 EA	\$	5,200.00	\$	46,800.00
74	MANHOLE - 72 IN.	4.00 EA	\$	11,300.00	\$	45,200.00
75	CATCH BASIN TYPE 0	1.00 EA	\$	2,730.00	\$	2,730.00
76	CATCH BASIN TYPE 1	4.00 EA	\$	3,070.00	\$	12,280.00
77	CATCH BASIN TYPE 4	7.00 EA	\$	3,542.00	\$	24,794.00
78	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	46.00 VF	\$	368.00	\$	16,928.00
79	MANHOLE ADDITIONAL HEIGHT 72 IN. DIA.	24.00 VF	\$	512.00	\$	12,288.00
80	MH OR DW FRAME AND COVER (LOCKABLE)	4.00 EA	\$	1,558.00	\$	6,232.00
81	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	620.00	\$	620.00
82	CONNECT 24 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	4,560.00	\$	4,560.00
83	CONNECT 8 IN. DIA. SEWER PIPE TO EXIST- ING SEWER PIPE	3.00 EA	\$	900.00	\$	2,700.00
84	CONNECT 10 IN. DIA. SEWER PIPE TO EX- ISTING SEWER PIPE	3.00 EA	\$	900.00	\$	2,700.00
85	MANHOLE TEST	6.00 EA	\$	1,300.00	\$	7,800.00
86	CLEANING EXISTING DRAINAGE STRUC- TURE	6.00 EA	\$	700.00	\$	4,200.00
87	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	30.00 CY	\$	50.00	\$	1,500.00

88	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	30.00 CY	\$	32.00	\$	960.00
89	IMPORTED BACKFILL	60.00 CY	\$	35.00	\$	2,100.00
90	TRENCH SAFETY SYSTEM	1.00 LS	\$	13,000.00	\$	13,000.00
91	CATCH BASIN SEWER PIPE 8 IN. DIA.	15.00 LF	\$	92.00	\$	1,380.00
92	CATCH BASIN SEWER PIPE 10 IN. DIA.	15.00 LF	\$	112.00	\$	1,680.00
93	CATCH BASIN SEWER PIPE 12 IN. DIA.	120.00 LF	\$	71.00	\$	8,520.00
94	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	255.00 LF	\$	70.00	\$	17,850.00
95	CATCH BASIN DI SEWER PIPE 12 IN. DIA.	65.00 LF	\$	75.00	\$	4,875.00
96	PLUGGING EXISTING PIPE	2.00 EA	\$	272.00	\$	544.00
97	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	20,200.00	\$	20,200.00
98	CONCRETE PIPE ANCHOR	9.00 EA	\$	850.00	\$	7,650.00
99	ESC LEAD	1.00 LS	\$	660.00	\$	660.00
100	BIODEGRADABLE EROSION CONTROL BLANKET	2,400.00 SY	\$	5.50	\$	13,200.00
101	INLET PROTECTION	27.00 EA	\$	110.00	\$	2,970.00
102	STREET CLEANING	120.00 HR	\$	260.00	\$	31,200.00

103	SILT FENCE	350.00 LF	\$	5.00	\$	1,750.00
104	TEMPORARY SEEDING	7,425.00 SY	\$	1.30	\$	9,652.50
105	TOPSOIL TYPEA, 4 INCH THICK	6,325.00 SY	\$	9.00	\$	56,925.00
106	WEED SPRAYING AND CONTROL	2.00 EA	\$	3,000.00	\$	6,000.00
107	HYDROSEEDING	8,150.00 SY	\$	1.60	\$	13,040.00
108	TOPSOIL FOR BIO-INFILTRATION SWALES, 18 INCH THICK INCL. SE	1,905.00 SY	\$	26.00	\$	49,530.00
109	CONSTRUCT BIO-INFILTRATION SWALE (208 SWALE)	1,905.00 SY	\$	7.50	\$	14,287.50
110	PIPE OUTFALL DRAIN PAD	5.00 EA	\$	1,780.00	\$	8,900.00
111	LANDSCAPE BOULDERS	6.00 EA	\$	578.00	\$	3,468.00
112	REMOVE AND REPLACE EXISTING SPRIN- KLER HEADS AND LINES	1.00 LS	\$	5,775.00	\$	5,775.00
113	CEMENT CONCRETE CURB	270.00 LF	\$	40.00	\$	10,800.00
114	CEMENT CONCRETE CURB AND GUTTER	1,415.00 LF	\$	58.00	\$	82,070.00
115	RAISED PAVEMENT MARKER TYPE 2	30.00 EA	\$	29.00	\$	870.00
116	CHANNELIZING DEVICES - TYPE 2	2.00 EA	\$	250.00	\$	500.00
117	CEMENT CONCRETE DRIVEWAY	30.00 SY	\$	88.00	\$	2,640.00

118	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	6,700.00	\$	6,700.00
119	REFERENCE AND REESTABLISH SURVEY MONUMENT	2.00 EA	\$	866.00	\$	1,732.00
120	MONUMENT FRAME AND COVER	2.00 EA	\$	382.00	\$	764.00
121	CEMENT CONCRETE SIDEWALK	79.00 SY	\$	102.00	\$	8,058.00
122	RAMP DETECTABLE WARNING	16.00 SF	\$	35.00	\$	560.00
123	QUARRY SPALLS	25.00 CY	\$	92.00	\$	2,300.00
124	ILLUMINATION CONDUIT SYSTEM	1.00 LS	\$	99,000.00	\$	99,000.00
125	ILLUMINATION SYSTEM RETROFIT	1.00 LS	\$	77,000.00	\$	77,000.00
126	COMMUNICATION CONDUIT SYSTEM	1.00 LS	\$	192,000.00	\$	192,000.00
127	COMMUNICATION CABLES AND INTER- FACES	1.00 LS	\$	48,000.00	\$	48,000.00
128	COUNT LOOP SYSTEM	1.00 LS	\$	7,900.00	\$	7,900.00
129	TEMPORARY INTERSECTION LIGHTING SYSTEM	1.00 LS	\$	8,800.00	\$	8,800.00
130	SIGNING, PERMANENT	1.00 LS	\$	12,600.00	\$	12,600.00
131	PAVEMENT MARKING - DURABLE HEAT AP- PLIED	2,770.00 SF	\$	10.50	\$	29,085.00
132	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	4.00 EA	\$	162.00	\$	648.00

133	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	2,656.00	\$	2,656.00
134	TRAFFIC ISLAND CONCRETE	500.00 SY	\$	70.00	\$	35,000.00
150	MANHOLE - 48 IN. SHALLOW	3.00 EA	\$	2,080.00	\$	6,240.00
151	MODIFY EXISTING CATCH BASIN TYPE 1	1.00 EA	\$	3,250.00	\$	3,250.00
155	ASPHALT COST PRICE ADJUSTMENT	1.00 CALC	\$	1.00	\$	1.00
Schedule A-1 Subtotal					\$	<u>3,055,203.50</u>

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
135	VALVE BOX AND COVER	4.00 EA	\$ 750.00	\$ 3,000.00
136	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	40.00 CY	\$ 50.00	\$ 2,000.00
137	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	40.00 CY	\$ 35.00	\$ 1,400.00
138	IMPORTED BACKFILL	100.00 CY	\$ 35.00	\$ 3,500.00
139	TRENCH SAFETY SYSTEM	1.00 LS	\$ 13,200.00	\$ 13,200.00
140	CUT-OFF WALL	9.00 EA	\$ 7,105.00	\$ 63,945.00
141	PLUGGING EXISTING PIPE	3.00 EA	\$ 817.00	\$ 2,451.00
142	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$ 10,000.00	\$ 10,000.00
143	ENCASE WATER/SEWER AT CROSSINGS	1.00 EA	\$ 6,700.00	\$ 6,700.00
144	DI PIPE FOR WATER MAIN 18 IN. DIA.	80.00 LF	\$ 91.00	\$ 7,280.00
145	DI PIPE FOR WATER MAIN 30 IN. DIA.	1,034.00 LF	\$ 25.00	\$ 25,850.00
146	BLOWOFF ASSEMBLY (Y-103A)	1.00 EA	\$ 14,000.00	\$ 14,000.00
147	SHARED BLOWOFF PIPING (4 INCH)	1.00 EA	\$ 7,000.00	\$ 7,000.00

148	HYDRANT ASSEMBLY	1.00 EA	\$	8,260.00	\$	8,260.00
149	SANITARY SEWER FORCE MAIN DI PIPE 60 IN. DIA.	438.00 LF	\$	401.00	\$	175,638.00
152	MANHOLE - TYPE V MODIFIED	1.00 EA	\$	23,000.00	\$	23,000.00
153	SANITARY SEWER FORCE MAIN DI PIPE 30 IN. DIA.	278.00 LF	\$	506.00	\$	140,668.00
154	STORAGE AND TRANSPORT OF PIPE	1.00 LS	\$	12,000.00	\$	12,000.00
Schedule A-3 Subtotal					\$	519,892.00
Summary of Bid Items				Bid Total	\$	3,575,095.50

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

Project Number **2014153**

Project Description T. J. Meenach Drive
from the Bridge to
Northwest Boulevard **Original Date** 6/28/2022 8:13:00 AM

Project Number: 2014153			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		LARIVIERE INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	3,000.00	3,000.00	3,500.00	\$3,500.00	3,750.00	\$3,750.00	4,000.00	\$4,000.00	2,653.35	\$2,653.35	15,000.00	\$15,000.00
2	NO TRESPASSING SIGN	6 EA	40.00	240.00	577.00	\$3,462.00	480.00	\$2,880.00	285.00	\$1,710.00	642.84	\$3,857.04	515.00	\$3,090.00
3	HEALTH AND SAFETY PLAN	1 LS	5,000.00	5,000.00	6,600.00	\$6,600.00	3,200.00	\$3,200.00	20,000.00	\$20,000.00	587.26	\$587.26	45,000.00	\$45,000.00
4	SITE CLEANUP OF BIO AND PHYSICAL HAZARDS	10000 FA	1.00	10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00
5	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	13,000.00	\$13,000.00	650.00	\$650.00	12,500.00	\$12,500.00	5,872.61	\$5,872.61	25,000.00	\$25,000.00
6	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
7	SPCC PLAN	1 LS	5,000.00	5,000.00	650.00	\$650.00	650.00	\$650.00	5,000.00	\$5,000.00	1,597.04	\$1,597.04	3,500.00	\$3,500.00
8	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	30,000.00	30,000.00	30,000.00	\$30,000.00	30,000.00	\$30,000.00	30,000.00	\$30,000.00	30,000.00	\$30,000.00	30,000.00	\$30,000.00
9	POTHOLING	35 EA	400.00	14,000.00	550.00	\$19,250.00	500.00	\$17,500.00	500.00	\$17,500.00	676.89	\$23,691.15	1,500.00	\$52,500.00
10	PUBLIC LIAISON REPRESENTATIVE	1 LS	6,000.00	6,000.00	5,400.00	\$5,400.00	6,200.00	\$6,200.00	10,500.00	\$10,500.00	13,415.13	\$13,415.13	68,000.00	\$68,000.00
11	TYPE B PROGRESS SCHEDULE	1 LS	5,000.00	5,000.00	3,200.00	\$3,200.00	600.00	\$600.00	5,000.00	\$5,000.00	1,597.04	\$1,597.04	15,500.00	\$15,500.00
12	MOBILIZATION	1 LS	286,557.50	286,557.50	332,000.00	\$332,000.00	332,000.00	\$332,000.00	390,000.00	\$390,000.00	342,986.06	\$342,986.06	357,000.00	\$357,000.00
13	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	40,000.00	40,000.00	90,000.00	\$90,000.00	9,300.00	\$9,300.00	50,000.00	\$50,000.00	21,213.95	\$21,213.95	155,000.00	\$155,000.00
14	SPECIAL SIGNS	280 SF	20.00	5,600.00	23.00	\$6,440.00	18.00	\$5,040.00	20.00	\$5,600.00	38.57	\$10,799.60	47.00	\$13,160.00
15	SEQUENTIAL ARROW SIGNS	2900 HR	5.00	14,500.00	6.00	\$17,400.00	5.60	\$16,240.00	6.00	\$17,400.00	4.18	\$12,122.00	2.65	\$7,685.00
16	PORTABLE CHANGEABLE MESSAGE SIGN	1400 HR	7.00	9,800.00	7.00	\$9,800.00	6.15	\$8,610.00	6.50	\$9,100.00	8.68	\$12,152.00	7.00	\$9,800.00
17	TYPE III BARRICADE	20 EA	50.00	1,000.00	115.00	\$2,300.00	107.00	\$2,140.00	115.00	\$2,300.00	21.86	\$437.20	187.00	\$3,740.00
18	CLEARING AND GRUBBING	1 LS	15,000.00	15,000.00	10,000.00	\$10,000.00	17,900.00	\$17,900.00	30,000.00	\$30,000.00	25,308.41	\$25,308.41	58,000.00	\$58,000.00
19	TREE ROOT TREATMENT	2 EA	800.00	1,600.00	290.00	\$580.00	800.00	\$1,600.00	850.00	\$1,700.00	964.27	\$1,928.54	2,500.00	\$5,000.00
20	TREE PROTECTION ZONE	22 EA	490.00	10,780.00	87.00	\$1,914.00	300.00	\$6,600.00	330.00	\$7,260.00	372.85	\$8,202.70	700.00	\$15,400.00
21	REMOVE TREE, CLASS I	33 EA	500.00	16,500.00	290.00	\$9,570.00	400.00	\$13,200.00	425.00	\$14,025.00	482.14	\$15,910.62	550.00	\$18,150.00
22	REMOVE TREE, CLASS II	4 EA	1,400.00	5,600.00	780.00	\$3,120.00	1,050.00	\$4,200.00	1,115.00	\$4,460.00	1,253.55	\$5,014.20	1,563.00	\$6,252.00

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23	REMOVE TREE, CLASS III	2 EA	3,000.00	6,000.00	1,605.00	\$3,210.00	3,600.00	\$7,200.00	3,880.00	\$7,760.00	4,371.36	\$8,742.72	5,700.00	\$11,400.00
24	TREE PRUNING	6 EA	300.00	1,800.00	462.00	\$2,772.00	340.00	\$2,040.00	255.00	\$1,530.00	289.28	\$1,735.68	835.00	\$5,010.00
25	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	8,000.00	8,000.00	3,000.00	\$3,000.00	18,800.00	\$18,800.00	7,000.00	\$7,000.00	12,468.56	\$12,468.56	62,000.00	\$62,000.00
26	REMOVE EXISTING CURB	725 LF	10.00	7,250.00	9.00	\$6,525.00	8.30	\$6,017.50	9.00	\$6,525.00	9.39	\$6,807.75	12.50	\$9,062.50
27	REMOVE EXISTING CURB AND GUTTER	975 LF	10.00	9,750.00	9.00	\$8,775.00	11.00	\$10,725.00	9.00	\$8,775.00	9.39	\$9,155.25	13.00	\$12,675.00
28	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1280 SY	12.00	15,360.00	10.00	\$12,800.00	15.00	\$19,200.00	25.00	\$32,000.00	13.93	\$17,830.40	20.50	\$26,240.00
29	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	750.00	2,250.00	408.00	\$1,224.00	550.00	\$1,650.00	460.00	\$1,380.00	401.58	\$1,204.74	2,300.00	\$6,900.00
30	REMOVE CURB/GRATE INLET	1 EA	500.00	500.00	544.00	\$544.00	300.00	\$300.00	460.00	\$460.00	401.58	\$401.58	1,650.00	\$1,650.00
31	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	150 LF	14.00	2,100.00	8.00	\$1,200.00	10.00	\$1,500.00	14.00	\$2,100.00	14.92	\$2,238.00	78.00	\$11,700.00
32	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	150 LF	30.00	4,500.00	9.00	\$1,350.00	25.00	\$3,750.00	20.00	\$3,000.00	32.60	\$4,890.00	62.00	\$9,300.00
33	SAWCUTTING CURB	61 EA	50.00	3,050.00	29.00	\$1,769.00	26.00	\$1,586.00	22.00	\$1,342.00	57.86	\$3,529.46	88.00	\$5,368.00
34	SAWCUTTING RIGID PAVEMENT	1575 LFI	2.50	3,937.50	0.80	\$1,260.00	0.80	\$1,260.00	1.00	\$1,575.00	1.28	\$2,016.00	2.75	\$4,331.25
35	SAWCUTTING FLEXIBLE PAVEMENT	7100 LFI	1.25	8,875.00	0.25	\$1,775.00	0.45	\$3,195.00	0.30	\$2,130.00	0.64	\$4,544.00	1.50	\$10,650.00
36	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	500.00	500.00	911.00	\$911.00	750.00	\$750.00	450.00	\$450.00	401.58	\$401.58	3,000.00	\$3,000.00
37	ROADWAY EXCAVATION INCL. HAUL	3620 CY	35.00	126,700.00	30.00	\$108,600.00	29.00	\$104,980.00	39.00	\$141,180.00	38.91	\$140,854.20	43.00	\$155,660.00
38	ROADWAY EXCAVATION INCL. HAUL - SWALES	300 CY	50.00	15,000.00	27.00	\$8,100.00	48.00	\$14,400.00	40.00	\$12,000.00	41.93	\$12,579.00	135.00	\$40,500.00
39	REMOVE UNSUITABLE FOUNDATION MATERIAL	70 CY	20.00	1,400.00	44.00	\$3,080.00	59.00	\$4,130.00	35.00	\$2,450.00	38.39	\$2,687.30	58.00	\$4,060.00
40	REPLACE UNSUITABLE FOUNDATION MATERIAL	70 CY	40.00	2,800.00	40.00	\$2,800.00	66.00	\$4,620.00	37.00	\$2,590.00	39.45	\$2,761.50	64.00	\$4,480.00
41	GRADING AND SHAPING SWALES	1175 SY	10.00	11,750.00	20.00	\$23,500.00	8.00	\$9,400.00	20.00	\$23,500.00	1.11	\$1,304.25	18.75	\$22,031.25
42	SUBGRADE PREPARATION	8175 SY	5.00	40,875.00	2.40	\$19,620.00	3.00	\$24,525.00	2.35	\$19,211.25	2.48	\$20,274.00	5.00	\$40,875.00
43	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	900 SY	7.00	6,300.00	26.50	\$23,850.00	1.50	\$1,350.00	4.50	\$4,050.00	3.00	\$2,700.00	14.50	\$13,050.00
44	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	60 SY	7.00	420.00	41.00	\$2,460.00	1.00	\$60.00	4.50	\$270.00	1.57	\$94.20	120.00	\$7,200.00
45	CONSTRUCTION GEOMEMBRANE LINER	900 SY	15.00	13,500.00	15.00	\$13,500.00	45.00	\$40,500.00	40.00	\$36,000.00	6.82	\$6,138.00	75.00	\$67,500.00
46	CRUSHED SURFACING TOP COURSE	844 CY	50.00	42,200.00	78.00	\$65,832.00	82.00	\$69,208.00	75.00	\$63,300.00	54.64	\$46,116.16	85.00	\$71,740.00

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47	CRUSHED SURFACING BASE COURSE	1394 CY	55.00	76,670.00	41.00	\$57,154.00	79.00	\$110,126.00	65.00	\$90,610.00	60.38	\$84,169.72	65.00	\$90,610.00
48	CSTC FOR SIDEWALK AND DRIVEWAYS	61 CY	210.00	12,810.00	106.00	\$6,466.00	200.00	\$12,200.00	255.00	\$15,555.00	140.90	\$8,594.90	200.00	\$12,200.00
49	BALLAST	40 CY	35.00	1,400.00	92.00	\$3,680.00	79.00	\$3,160.00	85.00	\$3,400.00	140.90	\$5,636.00	185.00	\$7,400.00
50	CRACK SEALING, 1 INCH TO 3 INCH	2000 LF	3.00	6,000.00	2.30	\$4,600.00	2.15	\$4,300.00	2.25	\$4,500.00	2.58	\$5,160.00	5.50	\$11,000.00
51	CRACK SEALING, 3 INCH TO 6 INCH	60 LF	7.00	420.00	29.00	\$1,740.00	37.50	\$2,250.00	28.50	\$1,710.00	32.15	\$1,929.00	85.00	\$5,100.00
52	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	10023 SY	50.00	501,150.00	46.00	\$461,058.00	42.80	\$428,984.40	44.00	\$441,012.00	51.43	\$515,482.89	44.00	\$441,012.00
53	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	4375 SY	12.00	52,500.00	15.50	\$67,812.50	14.50	\$63,437.50	15.00	\$65,625.00	17.36	\$75,950.00	14.87	\$65,056.25
54	HMA CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	1200 SY	15.00	18,000.00	18.00	\$21,600.00	16.50	\$19,800.00	17.00	\$20,400.00	19.93	\$23,916.00	17.05	\$20,460.00
55	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	10 TON	130.00	1,300.00	243.00	\$2,430.00	225.00	\$2,250.00	235.00	\$2,350.00	269.99	\$2,699.90	671.00	\$6,710.00
56	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	796 SY	50.00	39,800.00	55.00	\$43,780.00	51.00	\$40,596.00	55.00	\$43,780.00	61.71	\$49,121.16	55.00	\$43,780.00
57	SOIL RESIDUAL HERBICIDE	1200 SY	0.50	600.00	1.20	\$1,440.00	1.00	\$1,200.00	1.00	\$1,200.00	1.28	\$1,536.00	1.80	\$2,160.00
58	PAVEMENT REPAIR EXCAVATION INCL. HAUL	796 SY	40.00	31,840.00	30.50	\$24,278.00	45.00	\$35,820.00	32.00	\$25,472.00	26.00	\$20,696.00	50.50	\$40,198.00
59	PLANING BITUMINOUS PAVEMENT	4375 SY	4.00	17,500.00	6.00	\$26,250.00	3.00	\$13,125.00	6.50	\$28,437.50	2.32	\$10,150.00	3.35	\$14,656.25
60	JOB MIX COMPLIANCE PRICE ADJUSTMENT	27673 EST	1.00	27,673.00	1.00	\$27,673.00	1.00	\$27,673.00	1.00	\$27,673.00	1.00	\$27,673.00	1.00	\$27,673.00
61	COMPACTION PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
62	PRECAST UTILITY VAULT 11FT X 15FT	1 LS	20,000.00	20,000.00	78,000.00	\$78,000.00	88,000.00	\$88,000.00	98,000.00	\$98,000.00	146,112.24	\$146,112.24	43,000.00	\$43,000.00
63	REINFORCED CONCRETE HEADWALL 24 IN. DIA.	1 EA	5,000.00	5,000.00	11,000.00	\$11,000.00	13,700.00	\$13,700.00	8,300.00	\$8,300.00	8,015.86	\$8,015.86	8,500.00	\$8,500.00
64	UNDERDRAIN PIPE 6 IN. DIA.	356 LF	30.00	10,680.00	12.00	\$4,272.00	15.00	\$5,340.00	25.00	\$8,900.00	108.85	\$38,750.60	33.50	\$11,926.00
65	GRAVEL BACKFILL FOR DRAIN	515 CY	50.00	25,750.00	46.00	\$23,690.00	48.00	\$24,720.00	60.00	\$30,900.00	57.34	\$29,530.10	112.50	\$57,937.50
66	SCHEDULE A CULV. PIPE 18 IN. DIA.	15 LF	250.00	3,750.00	130.00	\$1,950.00	150.00	\$2,250.00	145.00	\$2,175.00	134.90	\$2,023.50	365.00	\$5,475.00
67	STORM SEWER PIPE 8 IN. DIA.	10 LF	150.00	1,500.00	88.00	\$880.00	75.00	\$750.00	65.00	\$650.00	133.65	\$1,336.50	465.00	\$4,650.00
68	STORM SEWER PIPE 18 IN. DIA.	1575 LF	250.00	393,750.00	25.00	\$39,375.00	55.00	\$86,625.00	47.00	\$74,025.00	72.33	\$113,919.75	32.00	\$50,400.00
69	STORM SEWER PIPE 24 IN. DIA.	435 LF	300.00	130,500.00	92.00	\$40,020.00	155.00	\$67,425.00	50.00	\$21,750.00	87.04	\$37,862.40	35.00	\$15,225.00
70	STORM SEWER PIPE 36 IN. DIA.	270 LF	100.00	27,000.00	246.00	\$66,420.00	84.00	\$22,680.00	50.00	\$13,500.00	113.06	\$30,526.20	45.00	\$12,150.00

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71	STORM SEWER PIPE 48 IN. DIA.	3 LF	100.00	300.00	123.00	\$369.00	1,950.00	\$5,850.00	1,400.00	\$4,200.00	2,242.90	\$6,728.70	2,875.00	\$8,625.00
72	STORM SEWER CARRIER PIPE 36 IN. DIA.	100 LF	200.00	20,000.00	160.00	\$16,000.00	170.00	\$17,000.00	140.00	\$14,000.00	204.07	\$20,407.00	2,000.00	\$200,000.00
73	MANHOLE - 48 IN.	9 EA	5,500.00	49,500.00	5,200.00	\$46,800.00	5,400.00	\$48,600.00	5,500.00	\$49,500.00	5,260.15	\$47,341.35	7,500.00	\$67,500.00
74	MANHOLE - 72 IN.	4 EA	10,000.00	40,000.00	11,300.00	\$45,200.00	10,500.00	\$42,000.00	10,000.00	\$40,000.00	9,685.51	\$38,742.04	9,800.00	\$39,200.00
75	CATCH BASIN TYPE 0	1 EA	5,000.00	5,000.00	2,730.00	\$2,730.00	4,000.00	\$4,000.00	3,000.00	\$3,000.00	4,013.02	\$4,013.02	6,700.00	\$6,700.00
76	CATCH BASIN TYPE 1	4 EA	5,000.00	20,000.00	3,070.00	\$12,280.00	4,400.00	\$17,600.00	3,200.00	\$12,800.00	4,718.87	\$18,875.48	5,700.00	\$22,800.00
77	CATCH BASIN TYPE 4	7 EA	5,000.00	35,000.00	3,542.00	\$24,794.00	4,900.00	\$34,300.00	3,600.00	\$25,200.00	5,153.44	\$36,074.08	6,000.00	\$42,000.00
78	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	46 VF	150.00	6,900.00	368.00	\$16,928.00	244.00	\$11,224.00	150.00	\$6,900.00	64.82	\$2,981.72	430.00	\$19,780.00
79	MANHOLE ADDITIONAL HEIGHT 72 IN. DIA.	24 VF	150.00	3,600.00	512.00	\$12,288.00	244.00	\$5,856.00	150.00	\$3,600.00	64.82	\$1,555.68	510.00	\$12,240.00
80	MH OR DW FRAME AND COVER (LOCKABLE)	4 EA	750.00	3,000.00	1,558.00	\$6,232.00	1,300.00	\$5,200.00	600.00	\$2,400.00	1,524.93	\$6,099.72	2,400.00	\$9,600.00
81	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	750.00	750.00	620.00	\$620.00	650.00	\$650.00	400.00	\$400.00	997.45	\$997.45	6,300.00	\$6,300.00
82	CONNECT 24 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	1,200.00	1,200.00	4,560.00	\$4,560.00	1,100.00	\$1,100.00	4,000.00	\$4,000.00	1,234.26	\$1,234.26	7,650.00	\$7,650.00
83	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	250.00	750.00	900.00	\$2,700.00	630.00	\$1,890.00	400.00	\$1,200.00	149.62	\$448.86	2,600.00	\$7,800.00
84	CONNECT 10 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	350.00	1,050.00	900.00	\$2,700.00	900.00	\$2,700.00	400.00	\$1,200.00	159.90	\$479.70	2,200.00	\$6,600.00
85	MANHOLE TEST	6 EA	500.00	3,000.00	1,300.00	\$7,800.00	400.00	\$2,400.00	1,650.00	\$9,900.00	338.74	\$2,032.44	1,400.00	\$8,400.00
86	CLEANING EXISTING DRAINAGE STRUCTURE	6 EA	500.00	3,000.00	700.00	\$4,200.00	375.00	\$2,250.00	360.00	\$2,160.00	300.00	\$1,800.00	950.00	\$5,700.00
87	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	50.00	1,500.00	50.00	\$1,500.00	90.00	\$2,700.00	20.00	\$600.00	50.45	\$1,513.50	55.00	\$1,650.00
88	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	110.00	3,300.00	32.00	\$960.00	145.00	\$4,350.00	40.00	\$1,200.00	56.26	\$1,687.80	75.00	\$2,250.00
89	IMPORTED BACKFILL	60 CY	50.00	3,000.00	35.00	\$2,100.00	190.00	\$11,400.00	40.00	\$2,400.00	56.26	\$3,375.60	125.00	\$7,500.00
90	TRENCH SAFETY SYSTEM	1 LS	15,000.00	15,000.00	13,000.00	\$13,000.00	63,000.00	\$63,000.00	30,000.00	\$30,000.00	4,114.23	\$4,114.23	25,000.00	\$25,000.00
91	CATCH BASIN SEWER PIPE 8 IN. DIA.	15 LF	150.00	2,250.00	92.00	\$1,380.00	70.00	\$1,050.00	62.00	\$930.00	105.89	\$1,588.35	367.00	\$5,505.00
92	CATCH BASIN SEWER PIPE 10 IN. DIA.	15 LF	150.00	2,250.00	112.00	\$1,680.00	92.00	\$1,380.00	82.00	\$1,230.00	128.17	\$1,922.55	375.00	\$5,625.00
93	CATCH BASIN SEWER PIPE 12 IN. DIA.	120 LF	120.00	14,400.00	71.00	\$8,520.00	45.00	\$5,400.00	42.00	\$5,040.00	80.87	\$9,704.40	117.00	\$14,040.00
94	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	255 LF	120.00	30,600.00	70.00	\$17,850.00	44.00	\$11,220.00	42.00	\$10,710.00	68.55	\$17,480.25	83.00	\$21,165.00
95	CATCH BASIN DI SEWER PIPE 12 IN. DIA.	65 LF	200.00	13,000.00	75.00	\$4,875.00	40.00	\$2,600.00	42.00	\$2,730.00	70.93	\$4,610.45	160.00	\$10,400.00

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96	PLUGGING EXISTING PIPE	2 EA	250.00	500.00	272.00	\$544.00	770.00	\$1,540.00	300.00	\$600.00	300.42	\$600.84	1,580.00	\$3,160.00
97	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	10,000.00	10,000.00	20,200.00	\$20,200.00	50,000.00	\$50,000.00	20,000.00	\$20,000.00	48,470.90	\$48,470.90	30,000.00	\$30,000.00
98	CONCRETE PIPE ANCHOR	9 EA	2,500.00	22,500.00	850.00	\$7,650.00	1,400.00	\$12,600.00	3,000.00	\$27,000.00	2,929.05	\$26,361.45	3,500.00	\$31,500.00
99	ESC LEAD	1 LS	3,000.00	3,000.00	660.00	\$660.00	2,000.00	\$2,000.00	30,000.00	\$30,000.00	4,484.09	\$4,484.09	45,500.00	\$45,500.00
100	BIODEGRADABLE EROSION CONTROL BLANKET	2400 SY	5.00	12,000.00	5.50	\$13,200.00	5.30	\$12,720.00	8.25	\$19,800.00	5.15	\$12,360.00	9.00	\$21,600.00
101	INLET PROTECTION	27 EA	100.00	2,700.00	110.00	\$2,970.00	100.00	\$2,700.00	100.00	\$2,700.00	177.17	\$4,783.59	120.00	\$3,240.00
102	STREET CLEANING	120 HR	200.00	24,000.00	260.00	\$31,200.00	400.00	\$48,000.00	300.00	\$36,000.00	237.86	\$28,543.20	300.00	\$36,000.00
103	SILT FENCE	350 LF	5.00	1,750.00	5.00	\$1,750.00	6.00	\$2,100.00	4.50	\$1,575.00	4.84	\$1,694.00	7.00	\$2,450.00
104	TEMPORARY SEEDING	7425 SY	1.50	11,137.50	1.30	\$9,652.50	1.00	\$7,425.00	1.50	\$11,137.50	1.44	\$10,692.00	1.75	\$12,993.75
105	TOPSOIL TYPE A, 4 INCH THICK	6325 SY	10.00	63,250.00	9.00	\$56,925.00	6.00	\$37,950.00	9.25	\$58,506.25	6.28	\$39,721.00	10.00	\$63,250.00
106	WEED SPRAYING AND CONTROL	2 EA	5,000.00	10,000.00	3,000.00	\$6,000.00	5,300.00	\$10,600.00	3,000.00	\$6,000.00	4,973.06	\$9,946.12	3,550.00	\$7,100.00
107	HYDROSEEDING	8150 SY	5.00	40,750.00	1.60	\$13,040.00	1.00	\$8,150.00	1.50	\$12,225.00	1.82	\$14,833.00	1.70	\$13,855.00
108	TOPSOIL FOR BIO-INFILTRATION SWALES, 18 INCH THICK INCL. SE	1905 SY	70.00	133,350.00	26.00	\$49,530.00	24.00	\$45,720.00	50.00	\$95,250.00	31.45	\$59,912.25	48.00	\$91,440.00
109	CONSTRUCT BIO-INFILTRATION SWALE (208 SWALE)	1905 SY	60.00	114,300.00	7.50	\$14,287.50	2.00	\$3,810.00	12.00	\$22,860.00	5.00	\$9,525.00	15.00	\$28,575.00
110	PIPE OUTFALL DRAIN PAD	5 EA	500.00	2,500.00	1,780.00	\$8,900.00	1,200.00	\$6,000.00	600.00	\$3,000.00	1,351.56	\$6,757.80	2,000.00	\$10,000.00
111	LANDSCAPE BOULDERS	6 EA	50.00	300.00	578.00	\$3,468.00	4,200.00	\$25,200.00	300.00	\$1,800.00	129.85	\$779.10	1,800.00	\$10,800.00
112	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	5,000.00	5,000.00	5,775.00	\$5,775.00	5,300.00	\$5,300.00	10,000.00	\$10,000.00	11,235.68	\$11,235.68	10,500.00	\$10,500.00
113	CEMENT CONCRETE CURB	270 LF	35.00	9,450.00	40.00	\$10,800.00	47.00	\$12,690.00	44.00	\$11,880.00	60.85	\$16,429.50	41.50	\$11,205.00
114	CEMENT CONCRETE CURB AND GUTTER	1415 LF	35.00	49,525.00	58.00	\$82,070.00	61.00	\$86,315.00	55.00	\$77,825.00	53.90	\$76,268.50	53.00	\$74,995.00
115	RAISED PAVEMENT MARKER TYPE 2	30 EA	5.00	150.00	29.00	\$870.00	26.00	\$780.00	28.00	\$840.00	32.15	\$964.50	72.00	\$2,160.00
116	CHANNELIZING DEVICES - TYPE 2	2 EA	150.00	300.00	250.00	\$500.00	130.00	\$260.00	140.00	\$280.00	160.72	\$321.44	313.00	\$626.00
117	CEMENT CONCRETE DRIVEWAY	30 SY	75.00	2,250.00	88.00	\$2,640.00	75.00	\$2,250.00	92.00	\$2,760.00	137.72	\$4,131.60	82.00	\$2,460.00
118	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	6,700.00	\$6,700.00	7,000.00	\$7,000.00	7,500.00	\$7,500.00	8,357.01	\$8,357.01	9,950.00	\$9,950.00
119	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	2,000.00	4,000.00	866.00	\$1,732.00	700.00	\$1,400.00	740.00	\$1,480.00	835.71	\$1,671.42	1,475.00	\$2,950.00
120	MONUMENT FRAME AND COVER	2 EA	500.00	1,000.00	382.00	\$764.00	500.00	\$1,000.00	460.00	\$920.00	623.61	\$1,247.22	1,763.00	\$3,526.00
121	CEMENT CONCRETE	79 SY	60.00	4,740.00	102.00	\$8,058.00	85.00	\$6,715.00	100.00	\$7,900.00	115.27	\$9,106.33	92.00	\$7,268.00

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

	SIDEWALK													
122	RAMP DETECTABLE WARNING	16 SF	25.00	400.00	35.00	\$560.00	32.00	\$512.00	35.00	\$560.00	43.71	\$699.36	36.00	\$576.00
123	QUARRY SPALLS	25 CY	150.00	3,750.00	92.00	\$2,300.00	90.00	\$2,250.00	75.00	\$1,875.00	71.55	\$1,788.75	150.00	\$3,750.00
124	ILLUMINATION CONDUIT SYSTEM	1 LS	8,000.00	8,000.00	99,000.00	\$99,000.00	88,500.00	\$88,500.00	97,000.00	\$97,000.00	109,686.42	\$109,686.42	85,500.00	\$85,500.00
125	ILLUMINATION SYSTEM RETROFIT	1 LS	145,000.00	145,000.00	77,000.00	\$77,000.00	71,500.00	\$71,500.00	76,000.00	\$76,000.00	85,889.51	\$85,889.51	125,000.00	\$125,000.00
126	COMMUNICATION CONDUIT SYSTEM	1 LS	160,000.00	160,000.00	192,000.00	\$192,000.00	177,800.00	\$177,800.00	190,000.00	\$190,000.00	213,564.08	\$213,564.08	203,000.00	\$203,000.00
127	COMMUNICATION CABLES AND INTERFACES	1 LS	40,000.00	40,000.00	48,000.00	\$48,000.00	44,500.00	\$44,500.00	48,000.00	\$48,000.00	53,434.73	\$53,434.73	41,700.00	\$41,700.00
128	COUNT LOOP SYSTEM	1 LS	25,000.00	25,000.00	7,900.00	\$7,900.00	7,300.00	\$7,300.00	8,000.00	\$8,000.00	8,772.29	\$8,772.29	30,000.00	\$30,000.00
129	TEMPORARY INTERSECTION LIGHTING SYSTEM	1 LS	7,000.00	7,000.00	8,800.00	\$8,800.00	9,200.00	\$9,200.00	9,000.00	\$9,000.00	103,551.31	\$103,551.31	27,800.00	\$27,800.00
130	SIGNING, PERMANENT	1 LS	9,000.00	9,000.00	12,600.00	\$12,600.00	11,700.00	\$11,700.00	12,500.00	\$12,500.00	14,033.35	\$14,033.35	17,500.00	\$17,500.00
131	PAVEMENT MARKING - DURABLE HEAT APPLIED	2770 SF	15.00	41,550.00	10.50	\$29,085.00	9.70	\$26,869.00	10.00	\$27,700.00	11.64	\$32,242.80	12.00	\$33,240.00
132	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	4 EA	3,000.00	12,000.00	162.00	\$648.00	150.00	\$600.00	160.00	\$640.00	180.00	\$720.00	220.00	\$880.00
133	TEMPORARY PAVEMENT MARKING	1 LS	8,000.00	8,000.00	2,656.00	\$2,656.00	10,700.00	\$10,700.00	6,750.00	\$6,750.00	9,642.71	\$9,642.71	23,200.00	\$23,200.00
134	TRAFFIC ISLAND CONCRETE	500 SY	75.00	37,500.00	70.00	\$35,000.00	65.00	\$32,500.00	68.00	\$34,000.00	109.02	\$54,510.00	83.50	\$41,750.00
150	MANHOLE - 48 IN. SHALLOW	3 EA	2,500.00	7,500.00	2,080.00	\$6,240.00	2,500.00	\$7,500.00	5,000.00	\$15,000.00	3,259.56	\$9,778.68	6,200.00	\$18,600.00
151	MODIFY EXISTING CATCH BASIN TYPE 1	1 EA	2,000.00	2,000.00	3,250.00	\$3,250.00	6,600.00	\$6,600.00	3,000.00	\$3,000.00	3,590.72	\$3,590.72	5,700.00	\$5,700.00
155	ASPHALT COST PRICE ADJUSTMENT	1 CALC	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00

Tax Classification

Schedule 01

Sales tax shall NOT be included in unit prices

135	VALVE BOX AND COVER	4 EA	500.00	2,000.00	750.00	\$3,000.00	900.00	\$3,600.00	600.00	\$2,400.00	1,095.41	\$4,381.64	827.00	\$3,308.00
136	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	40 CY	50.00	2,000.00	50.00	\$2,000.00	33.00	\$1,320.00	30.00	\$1,200.00	38.00	\$1,520.00	127.50	\$5,100.00
137	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	40 CY	110.00	4,400.00	35.00	\$1,400.00	50.00	\$2,000.00	35.00	\$1,400.00	44.51	\$1,780.40	109.50	\$4,380.00
138	IMPORTED BACKFILL	100 CY	50.00	5,000.00	35.00	\$3,500.00	67.00	\$6,700.00	35.00	\$3,500.00	50.72	\$5,072.00	79.00	\$7,900.00
139	TRENCH SAFETY SYSTEM	1 LS	15,000.00	15,000.00	13,200.00	\$13,200.00	3,100.00	\$3,100.00	5,000.00	\$5,000.00	4,114.23	\$4,114.23	4,800.00	\$4,800.00
140	CUT-OFF WALL	9 EA	2,500.00	22,500.00	7,105.00	\$63,945.00	9,000.00	\$81,000.00	6,500.00	\$58,500.00	2,401.30	\$21,611.70	1,500.00	\$13,500.00
141	PLUGGING EXISTING PIPE	3 EA	250.00	750.00	817.00	\$2,451.00	775.00	\$2,325.00	300.00	\$900.00	732.03	\$2,196.09	1,500.00	\$4,500.00

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

142	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	15,000.00	15,000.00	10,000.00	\$10,000.00	12,700.00	\$12,700.00	20,000.00	\$20,000.00	24,235.45	\$24,235.45	18,500.00	\$18,500.00
143	ENCASE WATER/SEWER AT CROSSINGS	1 EA	500.00	500.00	6,700.00	\$6,700.00	8,000.00	\$8,000.00	6,000.00	\$6,000.00	7,453.00	\$7,453.00	10,000.00	\$10,000.00
144	DI PIPE FOR WATER MAIN 18 IN. DIA.	80 LF	250.00	20,000.00	91.00	\$7,280.00	62.00	\$4,960.00	75.00	\$6,000.00	121.97	\$9,757.60	185.00	\$14,800.00
145	DI PIPE FOR WATER MAIN 30 IN. DIA.	1034 LF	500.00	517,000.00	25.00	\$25,850.00	41.00	\$42,394.00	50.00	\$51,700.00	98.34	\$101,683.56	67.00	\$69,278.00
146	BLOWOFF ASSEMBLY (Y-103A)	1 EA	6,000.00	6,000.00	14,000.00	\$14,000.00	17,600.00	\$17,600.00	25,600.00	\$25,600.00	27,738.15	\$27,738.15	15,500.00	\$15,500.00
147	SHARED BLOWOFF PIPING (4 INCH)	1 EA	1,500.00	1,500.00	7,000.00	\$7,000.00	9,300.00	\$9,300.00	7,500.00	\$7,500.00	7,684.40	\$7,684.40	16,500.00	\$16,500.00
148	HYDRANT ASSEMBLY	1 EA	6,000.00	6,000.00	8,260.00	\$8,260.00	8,900.00	\$8,900.00	8,600.00	\$8,600.00	10,316.83	\$10,316.83	12,000.00	\$12,000.00
149	SANITARY SEWER FORCE MAIN DI PIPE 60 IN. DIA.	438 LF	400.00	175,200.00	401.00	\$175,638.00	470.00	\$205,860.00	315.00	\$137,970.00	515.57	\$225,819.66	660.00	\$289,080.00
152	MANHOLE - TYPE V MODIFIED	1 EA	15,000.00	15,000.00	23,000.00	\$23,000.00	40,500.00	\$40,500.00	20,000.00	\$20,000.00	65,188.57	\$65,188.57	6,000.00	\$6,000.00
153	SANITARY SEWER FORCE MAIN DI PIPE 30 IN. DIA.	278 LF	500.00	139,000.00	506.00	\$140,668.00	445.00	\$123,710.00	430.00	\$119,540.00	553.71	\$153,931.38	467.00	\$129,826.00
154	STORAGE AND TRANSPORT OF PIPE	1 LS	50,000.00	50,000.00	12,000.00	\$12,000.00	25,000.00	\$25,000.00	84,000.00	\$84,000.00	27,272.21	\$27,272.21	27,500.00	\$27,500.00
Bid Total			\$4,549,941.50		\$3,575,095.50		\$3,722,764.40		\$3,853,532.50		\$4,150,280.70		\$4,932,241.75	

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	3,553,091.50	0.00	996,850.00	0.00	0.00	0.00	4,549,941.50
HALME CONSTRUCTION INC (Submitted)	3,055,203.50	0.00	519,892.00	0.00	0.00	0.00	3,575,095.50
DW EXCAVATING INC (Submitted)	3,123,795.40	0.00	598,969.00	0.00	0.00	0.00	3,722,764.40
INLAND INFRASTRUCTURE LLC (Submitted)	3,293,722.50	0.00	559,810.00	0.00	0.00	0.00	3,853,532.50
LARIVIERE INC (Submitted)	3,448,523.83	0.00	701,756.87	0.00	0.00	0.00	4,150,280.70
CORRIDOR CONTRACTORS (Submitted)	4,279,769.75	0.00	652,472.00	0.00	0.00	0.00	4,932,241.75

Low Bid Contractor: HALME CONSTRUCTION INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	3,055,203.50	3,553,091.50	14.01 % Under Estimate
<i>Schedule 03</i>	566,682.28	996,850.00	43.15 % Under Estimate
<i>Bid Totals</i>	3,621,885.78	4,549,941.50	20.40 % Under Estimate



Agenda Sheet for City Council Meeting of:
07/11/2022

Date Rec'd	6/29/2022
Clerk's File #	OPR 2022-0505
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	MIKE PICCOLO X6237
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0620 CITY OF SPOKANE & LOCAL 270, AFSCME CONTRACT AGREEMENT 2021-2025

Agenda Wording

City of Spokane & Local 270, AFSCME Contract Agreement for years 2021-2025

Summary (Background)

City of Spokane & Local 270, AFSCME Contract Agreement for years 2021-2025

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	PICCOLO, MIKE
Division Director	PICCOLO, MIKE
Finance	MURRAY, MICHELLE
Legal	PICCOLO, MIKE
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	Finance Committee 06/27/2022
Council Sponsor	CP Beggs & CM Stratton
Distribution List	
	mpiccolo@spokanecity.org
	cboone@spokanecity.org
	jquick@spokanecity.org
	dleonardchaffin@spokanecity.org
	natalieh@council2.com

Additional Approvals

Purchasing	

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works Division & Human Resources
Contact Name & Phone	Marlene Feist (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Stratton & Council President Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract with Local 270 for 2021-2025
Summary (Background)	<p>The Washington State Council of County & City Employees, Local 270, AFSCME, AFL-CIO, represents approximately 1,100 City employees. These employees include our critical front-line staff, who collect and process trash and recycling, maintain streets, operate and maintain our water utility, operate and maintain our wastewater collection and treatment systems, and serve in clerical roles throughout the City.</p> <p>This proposed new contract with Local 270 would cover the years 2021 through 2025. The contract is designed to provide:</p> <ul style="list-style-type: none"> Competitive, living wages. Improved ability to recruit and retain employees. Support needs of the workforce. <p>Here is an overview of the wage portion of the proposal:</p> <ul style="list-style-type: none"> 2021: Effective 7/1/21, 4% + \$2,000 lump sum Essential Worker add to pay 2022: Effective 7/1/22, 5% 2023: Effective 7/1/23, 5% 2024: Effective 10/1/24, 5% 2025: Effective 7/1/25, min/max increase of 2.5% to 4.0% based on CPI. <p>Other highlights from the proposal include:</p> <ul style="list-style-type: none"> Greater flexibility for use of vacation by new employees Adjustments to shift differentials to increase recruiting for less desirable work shifts. The addition of the Juneteenth holiday as a floating holiday. Hazard pay related to certain air quality conditions.
Proposed Council Action & Date:	Approval of contract, SBO for Essential Worker Add to Pay from ARP dollars, SBO for back pay from reserves.
Fiscal Impact: Total Cost: \$4 million for 2021 and \$6.2 million for 2022. (Includes \$2.4 million in ARP funds)	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Onetime = Add to pay – ARP; Back pay – Reserves Ongoing – Departmental Budgets	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Local 270 employees provide public services that are designed to serve all citizens and businesses. These services strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans.

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

N/A – This contract is designed to provide predictable costs and continue service delivery in support of all residents, citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

This contract is designed to help attract and retain good employees to provide essential, high-quality public services.

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

This contract is consistent with City goals to support a 21st Century workforce, to provide fair compensation and benefits, and to hire and retain good employees to provide essential, high-quality public services.

Contract not available at time of Packet creation.

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

07/11/2022

Date Rec'd

6/29/2022

Clerk's File #

OPR 2020-0034

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Contact Name/Phone

HEATHER PAGE 6578

Contact E-Mail

HPAGE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

1680 - HUD ESG BUDGET AMENDMENTS FOR THE RRH FOR FAMILIES

Cross Ref #**Project #**

E-21-MC-53-0006

Bid #**Requisition #**

23609

Agenda Wording

Budget Amendment with Catholic Charities to increase funding from the Emergency Solutions Grant provided by the Department of Housing and Urban Development for Rapid Re-Housing for Families Program-\$79,710. Total Contract Amount: \$232,428.

Summary (Background)

As part of the City's 5-Year plan, Catholic Charities of Spokane provides services to families experiencing homelessness through the Rapid Re-Housing for Families Program. Housing Relocation and Stabilization Services and Rental Assistance Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 79710.00

1540-95573-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

CERECEDES, JENNIFER

Study Session\Other

PIES 5/23/2022

Division Director

CERECEDES, JENNIFER

Council Sponsor

Council Member Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

hpage@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

CHHSgrants@spokanecity.org

Additional Approvals

CHHSaccounting@spokanecity.org

Purchasing

kclifton@spokanecity.org

GRANTS,

MURRAY, MICHELLE



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

and placement, housing stability case management, mediation, legal services, and credit repair. Short- and/or medium-term rental assistance, housing relocation and stabilization services help individuals or families living in an emergency shelter or other place described in paragraph (1) of the "homeless" definition move as quickly as possible into permanent housing and achieve stability in that housing.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Community Housing and Human Services
Contact Name & Phone	Heather Page, 509-625-6578
Contact Email	hpage@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	HUD, Emergency Solutions Grant (ESG) Budget Amendments for the House of Charity and Rapid Re-Housing for Families Programs.
Summary (Background)	<p>As part of the City's 5-Year plan, Catholic Charities of Spokane provides services to families experiencing homelessness through the Rapid Re-Housing for Families Program – OPR 2020-0034.</p> <p>Funds to be used for: <u>Housing Relocation and Stabilization Services and Rental Assistance</u> Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair.</p> <p>Short- and/or medium-term rental assistance, housing relocation and stabilization services help individuals or families living in an emergency shelter or other place described in paragraph (1) of the "homeless" definition move as quickly as possible into permanent housing and achieve stability in that housing.</p> <p>As part of the City's 5-Year plan, Catholic Charities of Spokane provides services to single adult males experiencing homelessness through the House of Charity Emergency Shelter – OPR 2020-0061. The House of Charity provides overnight accommodations as well as essential and supportive services throughout the day.</p> <p>Funds to be used for: <u>Essential Services</u> for individuals and families in emergency shelter. Component services generally consist of case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, and transportation.</p> <p><u>Shelter Operations</u>, including maintenance, rent, security, fuel, equipment, insurance, utilities, and furnishings</p> <p>The Emergency Solutions Grant programs are funded by the Department of Housing and Urban Development and subject to that agencies requirements.</p>
Proposed Council Action & Date:	CHHS is seeking the Council's approval to amend the subrecipient's contract budget.

May 23, 2022

Fiscal Impact:

Total Cost: No fiscal impact, grant funding

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

Funding Source ☐ One-time ☒ Recurring

Specify funding source: HUD, Emergency Solutions Grant (ESG)

Expense Occurrence ☐ One-time ☒ Recurring

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Both ESG budget amendments permit the subrecipient to continue offering services to currently homeless individuals and families. Historically excluded or underrepresented communities are present in Spokane's homeless population at a higher rate than in Spokane's non-homeless population. Increasing funding therefore, increases services available to historically excluded communities.

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

ESG data collection and reporting must meet the same standards as established for the CoC HMIS data collection and reporting requirements under 24CFR 578.7 (a)(9)(b) Data is collected through the CMIS technology and reviewed in accordance with the CoC and the City's analysis and reporting requirements regarding racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities.

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

Data is collected through the CoC's CMIS technology and reviewed in accordance with the City's and the CoC's performance metrics as outlined in the 5-Year plan.

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

The City actively participated in the development of the 5-year strategic plan to end homelessness. The services offered by the subrecipient support the objectives of the 5-year plan.



City of Spokane

AGREEMENT AMENDMENT B

Title: Rapid Re-Housing for Families Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Catholic Charities of Spokane**, whose address is 12 East Fifth Avenue, Spokane, Washington 99202 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Rapid Re-Housing for Families Program; and

WHEREAS, an Agreement Amendment is anticipated and is now being memorialized for this Program in this Amendment; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under the Program Year 2021 Emergency Solutions Grant, Grantor Award # E-21-MC-53-0006, Total Federal Award \$288,8596.00, and issued on November 10, 2021; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated January 10, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on January 01, 2022.

3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **SEVENTY NINE THOUSAND SEVEN HUNDRED TEN AND NO/100 DOLLARS (\$79,710.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **TWO HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$232,428.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 5} of the original Agreement):

<u>Category</u>	<u>Amount</u>
PROGRAM YEAR 2019 BUDGET	
Rental Assistance	\$19,654
Housing Relocation & Stabilization	\$53,662
TOTAL	\$73,316
PROGRAM YEAR 2020 BUDGET	
Rental Assistance	\$21,285
Housing Relocation & Stabilization	\$58,117
TOTAL	\$79,402
PROGRAM YEAR 2021 BUDGET	
Rental Assistance	\$21,368
Housing Relocation & Stabilization	\$58,342
TOTAL	\$79,710
GRAND TOTAL	\$232,428

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

CATHOLIC CHARITIES OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:


City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form

	City of Spokane Grantee Billing Form 2019-2024 Emergency Solutions Grant		City Clerk #	OPR 2020-0034	
			Vendor ID #	012876	
			FMS Acct #	1540-95573-65410-54201-73906	
SUBMIT BILLING TO: City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201			Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under penalty that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
GRANTEE (Warrant is to be payable to): Catholic Charities of Spokane 12 E. 5th Ave. Spokane, WA 99201					
Grantee Certification					
Project/Program: Rapid Re-Housing for Families Award Number: E-19 & 20 & 21 -MC-53-0006 National Objective: N/A Eligibility Code: N/A IDIS Activity ID: 2019: 4347 / 2020: 4377 / 2021:4416 Grant Term: 01/01/2020 - 6/30/2024 Indirect Cost Rate: 10% MTDC					
By: (SIGN IN INK)			(TITLE) (DATE)		
(EMAIL ADDRESS) (TELEPHONE NUMBER)			Billing date:		
Expense Period:			Expense Period:		
EXPENSE Categories:		A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)
PROGRAM YEAR 2019 - IDIS ACTIVITY #4347					
RENTAL ASSISTANCE					
Short-Term Rental Assistance	\$ 19,654.00	\$ -	\$ 19,654.00	\$ -	
HOUSING RELOCATION & STABILIZATION					
Financial Assistance - Rental Application Fees	\$ 418.50	\$ -	\$ 418.50	\$ -	
Financial Assistance - Security Deposits	\$ 13,208.00	\$ -	\$ 13,208.00	\$ -	
Services Costs - Housing Search and Placement	\$ 36,399.50	\$ -	\$ 36,368.00	\$ 31.50	
Housing Relocation & Stabilization - Indirect Costs	\$ 3,636.00	\$ -	\$ 3,636.00	\$ -	
PY 2019 Total	\$ 73,316.00	\$ -	\$ -	\$ 31.50	
PROGRAM YEAR 2020 - IDIS ACTIVITY #4377					
RENTAL ASSISTANCE					
Short-Term Rental Assistance	\$ 21,285.00	\$ -	\$ 9,897.15	\$ 11,387.85	
HOUSING RELOCATION & STABILIZATION					
Financial Assistance - Rental Application Fees	\$ 487.00	\$ -	\$ -	\$ 487.00	
Financial Assistance - Security Deposits	\$ 14,305.00	\$ -	\$ 1,074.33	\$ 13,230.67	
Services Costs - Housing Search and Placement	\$ 39,387.00	\$ -	\$ 6,347.77	\$ 33,039.23	
Housing Relocation & Stabilization - Indirect Costs	\$ 3,938.00	\$ -	\$ 634.77	\$ 3,303.23	
PY 2020 Total	\$ 79,402.00	\$ -	\$ -	\$ 61,447.98	
PROGRAM YEAR 2021 - IDIS ACTIVITY #4416					
RENTAL ASSISTANCE					
Short-Term Rental Assistance	\$ 21,368.00	\$ -		\$ 21,368.00	
HOUSING RELOCATION & STABILIZATION					
Financial Assistance - Rental Application Fees	\$ 489.00	\$ -	\$ -	\$ 489.00	
Financial Assistance - Security Deposits	\$ 14,360.00	\$ -		\$ 14,360.00	
Services Costs - Housing Search and Placement	\$ 39,540.00	\$ -		\$ 39,540.00	
Housing Relocation & Stabilization - Indirect Costs	\$ 3,953.00	\$ -		\$ 3,953.00	
PY 2021 Total	\$ 79,710.00	\$ -	\$ -	\$ 79,710.00	
GRAND TOTAL	\$ 232,428.00	\$ -	\$ 91,238.52	\$ 61,479.48	
Contract Amount (auto populated)		\$ 232,428.00	% Expended:		39.25%
Total Expended to Date (auto populated)		\$ 91,238.52	% Remaining:		60.75%
Contract Remaining Balance		\$ 141,189.48			
← Check box if final request.			CHHS Approval:		

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

07/11/2022

Date Rec'd

6/22/2022

Clerk's File #

OPR 2021-0743

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Contact Name/Phone

GEORGE DAHL 6036

Contact E-Mail

GDAHL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

1680 - CDBG INCREASE FOR VOA HOMELESS YOUTH SHELTER

Cross Ref #**Project #**

B-20-MC-53-0006

Bid #**Requisition #**

CR 23728

Agenda Wording

Commitment Amendment with Volunteers of America for additional funding from the Community Development Block Grant due to the elevated costs of construction for the Homeless Youth Shelter and extend end date to June 30, 2023-increase of \$750,000.

Summary (Background)

Volunteers of America (VOA) submitted application to Spokane County for funds to acquire the building located at 3104 E Augusta Ave. for use as a Youth Homeless Shelter. The City of Spokane lacked the capacity to run a separate RFP to support this project and utilized the County's RFP to make a funding recommendation to the CHHS Board at their September 1, 2021, meeting. The CHHS Board approved the request to fund at \$750,000, and CHHS entered into contract with VOA (OPR 2021-0743).

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 750,000.00

1690-95576-51010-54201-99999

Select

\$

#

Select

\$

#

Select

\$

#

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

CERECEDES, JENNIFER

Study Session\Other

Public Safety 6/6

Division Director

CERECEDES, JENNIFER

Council Sponsor

CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

gdahl@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

CHHSgrants@spokanecity.org

Additional Approvals

CHHSaccounting@spokanecity.org

Purchasing

kclifton@spokanecity.org

GRANTS,

MURRAY, MICHELLE



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

VOA hired the Spokane Housing Authority to conduct the procurement of a contractor to perform the scope of work. VOA received formal sealed bids on January 19th. The following table provides a summary of bids received: Bid Received (Contractor) Total Bid Contractor A \$1,770,946.00 Contractor B \$1,557,610.00 Contractor C \$1,421,033.00 Contractor D \$1,351,600.00 Contractor E \$997,729.49* *The lowest bid was thrown out as it was not responsive to the entirety of the scope of work. Due to the elevated cost of construction, VOA is requesting additional CDBG commitments from the City of Spokane to fill a budget shortfall. CHHS staff have been in frequent contact with VOA and their representatives regarding the budget shortfall over the past several months.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

BRIEFING PAPER

Community, Housing, and Human Services Board: Affordable Housing Committee

VOA Young Adult Shelter

May 4, 2022

Subject:

Members of the CHHS Board approved the allocation of \$750,000 to support the acquisition and reconstruction of a new homeless youth shelter located at 3104 E Augusta Ave. Volunteers of America is facing a significant budget gap to complete the reconstruction of the facility and seeks additional funding before entering into contract with their most responsive bidder.

Background:

Volunteers of America (VOA) submitted application to Spokane County for funds to acquire the building located at 3104 E Augusta Ave. for use as a Youth Homeless Shelter. The City of Spokane lacked the capacity to run a separate RFP to support this project and utilized the County's RFP to make a funding recommendation to the CHHS Board at their September 1, 2021, meeting. The CHHS Board approved the request to fund at \$750,000, and CHHS entered into contract with VOA (OPR 2021-0743).

VOA hired the Spokane Housing Authority to conduct the procurement of a contractor to perform the scope of work. VOA received formal sealed bids on January 19th. The following table provides a summary of bids received:

Bid Received (Contractor)	Total Bid
Contractor A	\$1,770,946.00
Contractor B	\$1,557,610.00
Contractor C	\$1,421,033.00
Contractor D	\$1,351,600.00
Contractor E	\$997,729.49*

**The lowest bid was thrown out as it was not responsive to the entirety of the scope of work.*

Due to the elevated cost of construction, VOA is requesting additional CDBG commitments from the City of Spokane to fill a budget shortfall. CHHS staff have been in frequent contact with VOA and their representatives regarding the budget shortfall over the past several months.

Request:

VOA is requesting an additional CDBG commitment of \$600,000(+) to complete the project scope as defined in their request for bids. VOA has informed CHHS that the lowest responsive bidder has committed to hold their bid until this Board has made their final recommendation. CHHS anticipates cost overruns that will likely exceed the \$600,000 additional request made by VOA.

Motion:

Members of the CHHS Affordable Housing Committee met on April 12th to review VOA's request for additional funding. VOA's Executive Director was present to address questions and concerns presented by Committee members. After VOA's Executive Director was dismissed from the meeting: Committee members had extensive discussion regarding the project, and request for additional funds. A motion was made to fund the project in full and write a letter to our elected leaders expressing frustration over this situation. The motion passed unanimously.

Action:

Approve the Affordable Housing Committee recommendation to fund VOA's Young Adult Shelter in full as requested.



City of Spokane

Minor Contract Summary

Clerk File #
OPR 2021-0743

Destruct Date
01/01/2029

Cross Ref
RES 2021-0068

Alt File #

Department Name*
HOUSING & HUMAN SERVICES

Department Project #

CR #
23005

Submitter
KBURNETT

Primary Contact

Primary Contact Email

Starting Date
11/01/2021

Contractor/Consultant

Name\Contractor\Firm*

VOLUNTEERS OF AMERICA OF EASTERN WA AND NORTHERN ID

Contact Name
FAWN SCHOTT

Contact Email
FSCHOTT@VOASPOKANE.ORG

Address
525 W. 2ND AVE

Remittance Address

City, State, Zip
SPOKANE, WA 99201

Remittance City, State, Zip

Summary of Services

Description*

The attached agreement provides funding for the Young Adult Shelter Project which was part of the 2021 Action plan that was approved on 8/16/2021. Please see document for further details.

Special Instructions for Clerks Office

Contract Cost

Amount
\$750,000.00

Budget Code*
1690-95576-51010-54201-99999

Notes

Total Amount*
\$750,000.00

Effective Date*
11/01/2021

Expiration Date*
06/30/2022

Contract Type*
NEW CONTRACT

If new vendor, W-9 and ACH form has been submitted to Accounting*
NO

Quotes (per Purchasing Policy to be kept on file in Dept.)*
NO

Insurance Certificate (attach to the contract)*
YES

City Business Registration (attach verification that a current business license number exists)*
YES

If Public Works Contract, Contractor has been notified of State Law requirements.*
NO

Is this a Lease? *
NO

Electronic Approvals

Accountant for Review *
JMCCOY

Additional Review (Optional)

Accountant	Date
MCCOY, JOHN	11/02/2021

Department Head	Date
DAVIS, KIRSTIN	11/02/2021

Division Head	Date
DAVIS, KIRSTIN	11/02/2021

Grants (If applicable)	Date
STOPHER, SALLY	11/05/2021

Distribution List

Contractor Email
fschott@voaspokane.org

Dept Contact Email
gdahl@spokanecity.org

Additional Email
dbrown@voaspokane.org

Additional Email
chhsaccounting@spokanecity.org

Additional Email
chhsgrants@spokanecity.org

Contract Accounting Email
ddaniels@spokanecity.org

Taxes and Licenses Email
tax&licenses@spokanecity.org

Additional Email

Additional Email

Additional Email

Save

City Clerks No. 2021-0743**AGREEMENT BETWEEN****CITY OF SPOKANE (“CITY”) AND VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON
AND NORTHERN IDAHO (“GRANTEE”) IN CONJUNCTION WITH PROGRAM YEAR 2021
COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”)**

1. Grantee Volunteers of America of Eastern Washington and Northern Idaho 525 West Second Avenue Spokane, Washington 99201		2. Contract Amount \$750,000.00		3. Tax ID# 91-09577131	
				4. DUNS# 613015353	
5. Grantee's Program Representative Fawn Schott, President/CEO 525 W. Second Ave Spokane, WA 99201 (509) 688-1102 fschott@voaspokane.org			6. City's Program Representative George Dahl, Program Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6036 gdahl@spokanecity.org		
7. Grantee's Financial Representative Dayna Brown, Grants & Contracts Billing Manager 525 W. Second Ave Spokane, WA 99201 (509) 688-1102 dbrown@voaspokane.org			8. City's Contract Representative George Dahl, Program Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6036 gdahl@spokanecity.org		
9. Grantor Award # B-20-MC-53-0006		10. Start Date November 1, 2021		11. End Date June 30, 2022	
12. Federal Funds CDBG	CFDA # 14.218	Federal Agency U.S. Department of Housing & Urban Development (“HUD”)			
13. Total Federal Award \$3,383,472.00	14. Federal Award Date 10/07/2020	15. Research & Development? N/A		16. Indirect Cost Rate N/A	
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: To support community-based activities directed toward neighborhood revitalization, economic development, and community services facilities, and improvements pursuant to the Housing and Community Development Act of 1974, Title I, Part 24, Section 570, Public Law 93-383, 88 Stat. 633, 42 U.S.C. 5301-5321. This Agreement is subject to applicable uniform administrative requirements as described in 24 CFR Part 570 and 2 CFR 200, as applicable.					
20. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Attachment “A” - Suspension & Debarment and FFATA Certification, (3) Attachment “B” Grantee Billing Form, and (4) Attachment “C” - Activity Report.					

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering a Young Adult Shelter Project (“Project”) in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such Project will include the following activities eligible under the Community Development Block Grant program:

1) Program Delivery.

Activity #1	Purchase and renovate a forty-four (44) bed young adult emergency shelter and resource center for individuals aged eighteen (18) to twenty-four (24). Renovations shall include the addition of four (4) new bathrooms, showers, a commercial kitchen, a seating area, laundry facilities, and an office space for shelter staff.
-------------	---

Activity Location(s): 3104 E Augusta Avenue, Spokane, WA

2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all CDBG activities, including general management, oversight, and coordination and training on CDBG requirements to ensure that specified activities are provided and performance outcomes are achieved.

B. NATIONAL OBJECTIVES & ELIGIBLE ACTIVITIES.

- 1) All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- 2) The GRANTEE certifies that the activity(ies) carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. Failure by the GRANTEE to fulfill the national objective may result in grant funds being disallowed and required to be returned to the CITY.
- 3) All activities funded with CDBG funds must meet one of the CDBG program’s Basic Eligible Activities as defined in 24 CFR 570.201.
- 4) The GRANTEE certifies that the activity(ies) carried out under this Agreement will meet the Basic Eligible Activities of Public Facilities and Improvements –

Homeless Facilities. Failure by the GRANTEE to fulfill Basic Eligible Activities may result in grant funds being disallowed and required to be returned to the CITY.

C. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES.

- 1) The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.
- 2) The GRANTEE agrees to provide the following levels of program services:

	Total Units
Activity #1	Homeless Person Overnight Shelter: 150 unduplicated persons assisted
Activity #1	Overnight/Emergency Shelter/Transitional Housing beds added: 44 beds

E. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding rejection, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

SECTION NO. 2: TIME OF PERFORMANCE

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET, unless terminated sooner upon mutual agreement of the PARTIES or upon termination of the CITY's CDBG program as funded by HUD. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CDBG funds or other CDBG assets, including program income.

SECTION NO. 3: BUDGET

<u>Category</u>	<u>Amount</u>
Construction Costs	\$750,000
TOTAL	\$750,000

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX applied using the rate and basis specified on the FACE SHEET. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE.

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement.

GRANTEE's reimbursement for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

SECTION NO. 5: NOTICES

- A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the parties.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

The GRANTEE shall send essential staff to all mandatory HUD / CITY training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned to the Project within thirty (30) days.

GRANTEE shall participate in a grant kick-off meeting with CITY representatives prior to commencing with work under this Agreement. Upon execution of this Agreement, GRANTEE

shall submit a draft project timeline with milestone accomplishments within two (2) weeks to the CITY's Contract Representative.

GRANTEE shall follow Procurement guidelines as set forth in Section 8. D. Procurement and Section 10. D. Conduct of this Agreement to ensure that all subcontracts shall be awarded on a fair and open competition basis.

CITY's Contract Representative shall provide the Federal wage determination as required by the Davis-Bacon and related Acts (40 U.S.C. 276(a)) to GRANTEE prior to the contract going out to bid using the applicable lock-in date. For contracts entered into pursuant to competitive bidding procedures, the bid opening date "locks-in" the wage decision **provided** that the contract is awarded with 90 days. If the contract is awarded more than ninety (90) days after bid opening, the contract award date 'locks-in' the wage decision. For contracts, purchase orders, or other agreements for which there is no bid opening or award date, the construction start date shall be used as the lock-in date.

GRANTEE shall contact CITY's Contract Representative ten (10) days prior to the bid submittal deadline listed in the Invitation to Bid packet to request any modifications to the wage determination.

GRANTEE shall submit to CITY's Contract Representative identified on the Face Sheet of this Agreement copies of construction quote sheets and a subcontractor list, written confirmation of the selected contractor, the basis for selection and a cover letter from the GRANTEE's Executive Officer certifying that the appropriate bid packet and any addendum were distributed to all contractors.

CITY's Contract Representative shall provide GRANTEE with a construction contract template at the grant kick-off meeting that GRANTEE may use to develop a construction contract. The actual construction contract must include HUD Form 4010 (06/2009) – Exhibit A and the applicable wage determination as provided by the CITY. The prime construction contract shall designate the CITY's Community, Housing, and Human Services Department as the responsible agency for oversight and administration of Federal Labor Standards Provisions, listing the CITY's contact information.

GRANTEE shall submit a copy of the construction contract to CITY's Contract Representative for review and approval for applicable Federal requirements before execution.

GRANTEE shall check and document verification that selected contractor(s) do not have active exclusions using the Federal System for Award Management (www.sam.gov). This shall be done by printing a copy of the search results.

GRANTEE shall collect weekly payrolls from the prime contractor and submit a copy of all documentation to the CITY's representative prior to disbursing any funds to the prime contractor for the period specified in the application for payment. The CITY will confirm receipt and allowability of the payrolls to the GRANTEE. Any contractor payments made prior to CITY confirmation shall not be eligible for reimbursement.

CITY shall be responsible for oversight of compliance with the Davis Bacon and related acts including, but not limited to, conducting a preconstruction conference with the prime contractor,

reviewing certified payrolls and related documentation, conducting labor standards investigations, and reporting and consultation with the HUD Office of Labor Relations and the Department of Labor.

CITY assumes no liability for construction management, payment of construction draws and/or warranties.

Failure to comply with this Section shall be grounds to terminate this Agreement and the GRANTEE shall be liable to reimburse the CITY for any funds advanced under this Agreement.

SECTION NO. 7: GENERAL CONDITIONS

A. GENERAL COMPLIANCE.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the GRANTEE does not assume the recipient's (CITY) environmental responsibilities described in 24 CFR 570.604 and (2) the GRANTEE does not assume the recipient's (CITY) responsibility for initiating the review process under the provisions of 24 CFR Part 52. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

C. HOLD HARMLESS.

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

D. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. INSURANCE AND BONDING.

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) 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. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and
- 2) 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 or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

The GRANTEE shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

G. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

H. SUSPENSION OR TERMINATION.

- 1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- 3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

I. BUSINESS REGISTRATION REQUIREMENT.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The GRANTEE 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 GRANTEE 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.

J. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 as outlined in Attachment A.

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- f. Financial records as required.
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
 - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE 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 GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY 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.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over CDBG funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available the CITY, HUD or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S.

Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

2) Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 578.63

3) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures, using the forms provided by the CITY in Attachment B. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the FACE SHEET of this Agreement.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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.

In the event that the CITY or HUD determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- c. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

4) Activity Reports

The GRANTEE shall submit quarterly Activity Reports to the CITY for the respective reporting period (quarterly) on the schedule below. The final report is due within thirty (30) days of project completion or end of contract term, whichever occurs first. These reports shall include Project accomplishments and project beneficiary data, and be in the form and content as required by the CITY herein as Attachment C.

1/15/2022	04/15/2022	07/15/2022
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5) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

Note: Inventory that is no longer needed by the GRANTEE is subject to Federal Disposition requirements. No inventory shall be relocated without the written permission of the CITY.

D. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

2) Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

3) Domestic Preference

As appropriate and to the extent consistent with the law, the GRANTEE should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this award in accordance with 2 CFR 200.321.

E. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of

the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and

- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-CDBG funds used to acquire the equipment.

SECTION NO. 9: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The GRANTEE agrees to comply with (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (ii) the requirements of 24 CFR 570.606(iii) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iv) the requirements in 24 CFR 570.606(v) governing optional relocation policies. The GRANTEE shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The GRANTEE also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION NO. 10: PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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 GRANTEE 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 GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights , and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) Labor Standards

- a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

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

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. Lobbying Certification
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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 6) Copyright
If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- 7) Religious Activities
The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.
 - a. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

SECTION NO. 11: ENVIRONMENTAL CONDITIONS

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

SECTION NO. 12: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION NO. 13: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 14: WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

SECTION NO. 15: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to 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 signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

VOLUNTEERS OF AMERICA OF
EASTERN WA & NORTHERN ID

By: DocuSigned by:
Fawn Schott
1CA1DEAC7F4F472...
Print Name: Fawn Schott
Title: President/CEO
Date: 11/8/2021

CITY OF SPOKANE

By: DocuSigned by:
Nadine Woodward
39651E7EC71D4A0...
Print Name: Nadine Woodward
Title: Mayor
Date: 11/8/2021

Attest:

DocuSigned by:
Lina H. H. H.
CC56CBA4DCC84D6...
City Clerk

Approved as to form:

DocuSigned by:
Timothy Szambelan
400F5E434240443...
Assistant City Attorney



**ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) 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 disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 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-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

**ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes ☐ If yes, answer question 2 below.

No ☒ If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes ☐ If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No ☒ If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

DocuSigned by:

Fawn Schott

By: _____

Title: PRESIDENT/CEO

Date: 11/8/2021

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data **MUST** be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports **MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).**

Completing the Grantee Billing Form:

- ☐ Name and address of your organization requesting reimbursement.
- ☐ Expense Period (should bill as monthly expenses, January, February, etc.)
- ☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- ☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The
- ☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or
- ☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.


Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

 City of Spokane Grantee Billing Form 2021-2022 CDBG		City Clerk #		
		Vendor ID #		006700
		FMS Acct #		
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
GRANTEE (Warrant is to be payable to:)				
Volunteers of America 525 W. Second Ave Spokane, WA 99201				
		Grantee Certification		
Project/Program:	Young Adult Shelter	By:		
Award Number:	B-20-MC-53-0006	(SIGN IN INK)		
National Objective:	Benefit low/mod persons	(TITLE) (DATE)		
Eligibility Code:	LMC-03C			
IDIS Activity ID:	4400	(EMAIL ADDRESS) (TELEPHONE NUMBER)		
Grant Term:	11/1/2021 - 6/30/2022	Billing date:		
Indirect Cost Rate:	N/A	Expense Period:		
EXPENSE Categories:	A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)
Construction Costs	\$ 750,000.00	\$ -	\$ -	\$ 750,000.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 750,000.00	\$ -	\$ -	\$ 750,000.00
Contract Amount (auto populated)		\$ 750,000.00	% Expended:	0.00%
Total Expended to Date (auto populated)		\$ -		
Contract Remaining Balance		\$ 750,000.00	% Remaining:	100.00%
← Check box if final request.		CHHS Approval:		

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Organization:	VOA	Grant #:	B-20-MC-53-0006	City Clerk #:				
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

CDBG Quarterly Activity Report



Community, Housing, and Human Service Department
808 W Spokane Falls Blvd., 6th Floor
Spokane, WA 99201

Date rec'd - City use only

Activity Reporting Period: (check box that applies) ☐ July Sept. 2019 ☐ Oct. - Dec. 2019
☐ Jan. - Mar. 2020 ☐ Apr. - June 2020 ☐ July - Sept. 2020 ☐ Oct. - Dec. 2020

Instructions - Please review before completing the form.

All CDBG grantees are required to submit Activity Reports on a quarterly basis. The information collected enables the City of Spokane (City) to satisfy record keeping and reporting requirements of the United States Department of Housing and Urban Development (HUD). The City reserves the right to not process any request for funds for projects that do not have activity reports submitted to the City by the uniform due dates of October 15th, January 15th, April 15th, and July 15th. **Submit completed reports to chhsreports@spokanecity.org.**

Grantee Information		Report Submission	
Project Name:		Preparer Name:	
Grantee:		Title:	
		w	
		Phone:	
Total Award (\$):		Certification: I certify to the best of my knowledge and belief that the information in this report is true and correct.	
Nat'l Objective: LMC-03C (Public Facilities)			
Accomplishment Proposed:			
IDIS Project ID:			
IDIS Activity ID:		Signature	Date

Beneficiary Information

Race and Ethnicity: Enter the total of **NEW (unduplicated)** persons served for this quarter into the appropriate race category for the project and enter the total unduplicated persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column. Also, enter the total persons (for both the quarter and GTD) that identify as Hispanic/Latino in the appropriate race category. For example, if a person identifies as White (race) and Hispanic/Latino (ethnicity) then that person would be added to the row corresponding to the white category in both columns. The HUD Definitions of Race Categories are provided on the Reference tab. If no new clients were served, please report 0 in the applicable box.

Race and Ethnicity	Quarter Total #	GTD Total #	Hispanic/Latino Quarter Total #	Hispanic/Latino GTD Total #
1) White				
2) Black/African American				
3) Asian				
4) American Indian/Alaskan Native				
5) Native Hawaiian/Other Pacific Islander				
6) American Indian/Alaskan Native & White				
7) Asian & White				
8) Black/African American & White				
9) Amer. Indian/Alaskan Native & Black/African Amer.				
10) Other Multi-Racial				
TOTAL	0	0	0	0

CONTINUE TO NEXT PAGE

CDBG Quarterly Activity Report

Income Levels: Enter the total of **NEW (unduplicated)** persons served for this quarter into the appropriate income category for the project and enter the total new persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column. The HUD Income Limits are provided on the Reference tab.

<u>Income Levels</u>	<u>Quarter Total #</u>	<u>GTD Total #</u>
1) Extremely Low (< 30%)		
2) Low (> 30% to < 50%)		
3) Moderate (> 50% to < 80%)		
4) Non-Low/Moderate (> 80%)		
TOTAL	0	0

Public Facilities & Infrastructure: Please read the category description and enter the total of **NEW (unduplicated)** persons served for this quarter in the appropriate category for the project and enter the total new persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column.

<u>Public Facilities & Infrastructure</u>	<u>Quarter Total #</u>	<u>GTD Total #</u>
1) With New Access to this Type of Public Facility or Infrastructure Improvement:		
2) With Improved Access to this Type of Public Facility or Infrastructure Improvement:		
3) With Access to Public Facility or Infrastructure that is No Longer Substandard:		
TOTAL	0	0

PLEASE NOTE: The TOTAL for this quarter and GTD provided in the above three sections must match!

4) Homeless Persons Given Overnight Shelter		
5) Beds Created in Overnight Shelter or Other Emergency Housing		
TOTAL	0	0

Accomplishment Narrative

Provide a brief narrative describing the progress of the activities that were undertaken during the reporting period. Please report on quarterly accomplishments and if the outcomes/outputs are based on the number of persons that have received a specific service, the numbers reported must be representative of **NEW (unduplicated)** persons for the reporting quarter. You may want to cite the percentage of the activity that has been completed, provide a timeframe for completing the activity and meeting a national objective, and/or explain why accomplishments have not yet been reported. Please also use this space to address any technical assistance needs. There is a section provided to explain barriers or delays in the implementation of the program.

PROGRESS OF ACTIVITIES:

BARRIERS/DELAYS:

PLEASE ENSURE REPORT IS COMPLETE (BENEFICIARY INFO. & ACCOMPLISHMENT NARRATIVE) BEFORE SUBMISSION

HUD Definitions of Race Categories

White: A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black/African American: A person having origins in any of the black racial groups of Africa.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America) and who maintains a tribal affiliation or community attachment.

Native Hawaiian/Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

American Indian/Alaskan Native & White: A person having these multiple racial origins as defined above.

Asian & White: A person having these multiple racial origins as defined above.

Black/African American & White: A person having these multiple racial origins as defined above.

American Indian/Alaskan Native & Black/African American: A person having these multiple racial origins as defined above.

Other Multi-Racial: Category used for reporting individual responses that are not included in any of the categories listed above.

Please note: As of the 2000 Census, the U.S. Census Bureau categorizes Hispanic/Latino as an ethnicity.

FY 2021 Income Limits Summary

Persons in Family								
Income Limit Category	1	2	3	4	5	6	7	8
1) Extremely Low	\$16,250	\$18,550	\$20,850	\$23,150	\$25,050	\$26,900	\$28,750	\$30,600
2) Very Low	\$27,000	\$30,850	\$34,700	\$38,550	\$41,650	\$44,750	\$47,850	\$50,900
3) Low	\$43,200	\$49,400	\$55,550	\$61,700	\$66,650	\$71,600	\$76,550	\$81,450



VOLUOFA-02

BJONES2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2021

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

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

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Laurie Stewart PHONE (A/C, No, Ext): (509) 462-7864 FAX (A/C, No): E-MAIL ADDRESS: laurie.stewart@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Volunteers of America of Eastern WA & Northern ID 525 W. Second Avenue Spokane, WA 99201	INSURER A : Philadelphia Indemnity Insurance Company	
	INSURER B : Tokio Marine Specialty Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

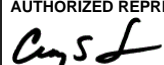
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PPK23091473	7/30/2021	7/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PPK23091473	7/30/2021	7/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PUB780120	7/30/2021	7/30/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Agg & Personal \$ 3,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Spokane, its agents, officers, and employees are Additional Insureds but only with respect to the Company's services to be provided under services agreements with the City of Spokane.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane, Community Housing and Human Services 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

License Information:

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

Entity name: VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON AND NORTHERN IDAHO

Business name: VOLUNTEERS OF AMERICA OF SPOKANE

Entity type: Nonprofit Corporation

UBI #: 601-004-806

Business ID: 001

Location ID: 0003

Location: Active

Location address: 525 W 2ND AVE
SPOKANE WA 99201-4301

Mailing address: 525 W 2ND AVE
SPOKANE WA 99201-4301

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

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

Endorsements

Endorsements held at	License #	Count	Details	Status	Expiration	First issued
<div>▼</div>						

Endorsements held a	License #	Count	Details	Status	Expiration	First issue
Spokane Nonprofit Business				Active	Jul-31-20	Feb-11-20

Governing People

May include governing people not registered with Secretary of State

Filter

Governing people	Title
FORSTER, ROBERT	
HAYWARD, DAN	
HINISH, CO-CHAIR NATHAN	
HUNT, LORI	
MAROZZO, TREASURE ANGELA	
MONTGOMERY, HOLLY	
SCARLETT, CO-CHAIR ANNA	
SCHOTT, PRESIDENT FAWN	
SONG, SAM	
STEIGERWALD, FINANCE CHAIR VALERI	
WYBORNEY, SECRETARY DARYCE	

Registered Trade Names

Registered trade names	Status	First issued
<div> </div>		

Registered trade names	Status	First issued
VOLUNTEERS OF AMERICA OF SPOKANE	Active	Feb-05-1987
VOLUNTEERS OF AMERICA OF SPOKANE CROSSWALK	Active	Feb-05-1987

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 11/1/2021 3:38:01 PM

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Agenda Sheet for City Council Meeting of:
07/11/2022

Date Rec'd	6/29/2022
Clerk's File #	OPR 2021-0656
Renews #	
Cross Ref #	
Project #	2021081
Bid #	
Requisition #	CR023742

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	MARCIA DAVIS 625-6398
Contact E-Mail	MDAVIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 – LINK UTILITIES STRATEGY FOR WATER (2021081) – GHD INC.

Agenda Wording

Contract amendment with GHD, Inc., for the Link Utilities Strategy for Water project.

Summary (Background)

Contract amendment is to conduct a groundwater modeling analysis of the potential effects of climate change on groundwater levels at each of the City's eight well station. The additional scope will add \$96,548.00 to the contract as outlined in the scope of work.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 96,548.00

Select \$

Select \$

Select \$

Budget Account

4250 42300 94340 56501 15769

#

#

#

Approvals

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

Council Notifications

<u>Study Session\Other</u>	PIES 6/27/22
<u>Council Sponsor</u>	Kinnear

Distribution List

ddaniels@spokanecity.org
icmaccounting@spokanecity.org
eraea@spokanecity.org
mdavis@spokanecity.org
Jennifer.Price@ghd.com

Additional Approvals

Purchasing

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Marcia Davis 625-6398
Contact Email	mdavis@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract Amendment for Link Utilities Strategy for Water
Summary (Background)	<p>The City entered into a contract with GHD, Inc. for Link Utilities Strategy for Spokane Water System in September 2021. The goal of this study is to develop a sustainable, resilient, and affordable plan to meet water demands for the next 20 years. At the time of preparing the contract, we were uncertain of the details for water system optimization. City staff determine that we need more details on future water supply.</p> <p>The scope of this contract amendment is to conduct a groundwater modeling analysis of the potential effects of climate change on groundwater levels at each of the City's eight well station. The study will exam a range of climate futures and provide for the first time a quantitative, numerical modeling-based assessment of the general amounts of groundwater level changes at City wells that might arise from future changes in recharge to the SVRP Aquifer.</p>
Proposed Council Action & Date:	Approve amended scope and fee for contract
Fiscal Impact: Total Cost: <u>\$96,548</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Integrated Capital Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This is a public works project to address drinking water capacity and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

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

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

This project is consistent with our adopted six-year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

It also supports priority action WR 6.1 in our Sustainability Action Plan (2021).



June 1, 2022

City of Spokane Link Utilities for Water Strategy Scope of Work Addendum (Task 7)

Description of Work:

GHD, Inc. (Contractor) will provide planning and engineering support to the City of Spokane (COS) for the development of Link Utilities for Water Strategy. This project's goal is to develop a plan for their Water System that will meet the demands for the next 20 years and to create a sustainable, resilient, and affordable future that is endorsed by key stakeholders. This will be done by creating resiliency within the water system while balancing levels of service; existing and future planning and development needs; anticipating growth, regulatory changes, foreseen and unforeseen risks (including climatic impacts); addressing aging infrastructure and maintenance requirements, as well as meeting community expectations and maintaining affordability of water services. The project will be delivered through the following six core tasks:

- Task 1: Project Management
- Task 2: Communications and Engagement
- Task 3: Multi-Objective Criteria Analysis
- Task 4: Link Strategy for Water Development
- Task 5: Coordination with Other Efforts and Other As-Needed Services
- Task 6: City of Airway Heights Water Infrastructure Analysis

This addendum to the scope of work focuses the addition of a new Task:

- Task 7 – Groundwater Modeling of Potential Climate Change Influences on City Wells

Addendum to Scope of Work

Task 7 – Groundwater Modeling of Potential Climate Change Influences on City Wells

Task 7 consists of conducting a groundwater modeling analysis of the potential effects of climate change on groundwater levels at each of the City's eight well station facilities that provide the sole source of municipal water supply to customers inside the City's water service area. The City is conducting this study with the recognition that future changes in recharge to the Spokane Valley—Rathdrum Prairie (SVRP) Aquifer could occur because of future changes in the magnitudes and timing of Spokane River streamflows, inflows from tributary watersheds, inflows from lakes that border the aquifer, and precipitation recharge across the area where the SVRP Aquifer is present. This task will examine a range of climate futures and provide for the first time a quantitative, numerical modeling-based assessment of the general amounts of groundwater level changes at City wells that might arise from future changes in recharge to the SVRP Aquifer.

Summary of Task

The task will evaluate the sensitivity of groundwater levels at the City's production wells to future changes in climate by using a numerical three-dimensional groundwater flow model of the SVRP Aquifer and

overlying/adjacent surface water bodies to simulate current/recent conditions in the aquifer followed by multiple scenarios of changes in future inflows and aquifer recharge that will be derived from climate-model projections. The climate projections will be obtained from an online data portal called The Climate Toolbox, which is accessible at <https://climatetoolbox.org/>. This data portal contains climate and streamflow projections that have been locally downscaled by the research community and compiled into a geospatial viewer to facilitate data retrieval and analysis at specific locations of interest. The Climate Toolbox provides historical and future projected precipitation and streamflow values on a monthly and seasonal basis, including future projections for two different greenhouse gas (GHG) emissions scenarios and for time frames extending out to the year 2099. Details regarding the streamflow and precipitation projections are as follows:

- **Streamflow Projections.** Historical and future streamflow projections are available for two gages on the Spokane River: at Coeur d'Alene, Idaho (representing inflow to Coeur d'Alene Lake) and at Post Falls, Washington (representing outflow from Coeur d'Alene Lake and inflow to the first portion of the river to enter the SVRP Aquifer area). These projections are available as average streamflows on a monthly basis for each climate change model, two different GHG emissions scenarios (low future emissions [RCP 4.5] and high future emissions [RCP 8.5]), and multiple time frames (1971-2000 historical conditions; future years 2010-2039, 2040-2069, and 2070-2099; and individual years during these time periods). These data sets are available for multiple downscaled climate models, which can be downloaded and examined individually for trends within individual years.
- **Precipitation and Runoff Projections.** Historical and future projections of precipitation, runoff, and other hydrologic variables (such as evapotranspiration) are available across the region to help guide the process of defining precipitation recharge over the SVRP Aquifer and inflows from tributaries and lakes that bound the aquifer in Idaho and the eastern portions of Spokane County. These projections are available as time-series values as well as statistical box plots that provide the mean, 5th percentile, and 95th percentile projections annually and for three-month-long seasons. These projections are available for the same time periods as the streamflow projections; however, in some instances, the projections are available only as multi-model averages and not as individual model projections.

The historical data and future projections available on The Climate Toolbox website will be processed into the forms necessary to serve as input to a three-dimensional numerical groundwater flow model, which will then be run on a monthly basis for multiple years to provide screening-level estimates of the changes in groundwater levels that could occur at each of the City's production wells under climate change. These simulations will be conducted using the MODFLOW-USG numerical modeling software, which is a widely used and highly advanced version of the U.S. Geological Survey's MODFLOW family of groundwater models. MODFLOW-USG is capable of simulating regional and local-scale groundwater flow and groundwater/surface water interactions using advanced techniques for creating flexible spatial grids, routing water in streams, and simulating the spatial and temporal variability in the exchanges of water between an aquifer system and surface water bodies that overlie or adjoin an aquifer system. The MODFLOW-USG software provides significant enhancements that are not available in the current groundwater modeling software for the City's model (MicroFEM, which is the tool that was used during the mid-1990s to construct the City's existing model). Accordingly, the Contractor will first convert the MicroFEM model into the MODFLOW-USG software, using data from the MicroFEM model that the Contractor has used in recent years to support several well station evaluation and design projects (at the Hoffman, Ray Street, Well Electric, and Havana well stations). The newly converted model will incorporate streamflow routing methods so that historical and future changes in inflows to the Spokane River area can be explicitly input to the suite of model simulations that will evaluate the effects of climate change. The scenarios to be modeled for climate-change and City water demands are described below in the scope of work; are based on recent conversations with personnel in the City's Integrated Capital Management (ICM) program; and will be finalized in consultation with ICM program personnel after the Contractor has reviewed the data sets obtained from The Climate Toolbox.

After conducting the technical work, the Contractor will hold meetings with ICM program personnel to review the results, then present the work in separate meetings with City Council staff, the City Council, and the City Administration. The Contractor will document the work in a technical report.

Scope of Work

This scope of work is anticipated to take approximately 6-7 months from notice to proceed and based on availability of flow data from the Future Flows Project. To accomplish this task, the Contractor will perform the following work.

Task 7.1 - Groundwater Model Conversion

The Task 7.1 scope of work consists of conducting a direct conversion of the MicroFEM version of the City's groundwater flow model into the MODFLOW-USG groundwater flow modeling software. This effort includes using the Groundwater Vistas commercial graphical user interface as the platform for (1) managing the construction and conversion process and (2) managing and conducting the climate-change model simulations. Specific details regarding the model conversion process and the design of the new model are as follows:

- The grid for the new model will cover the same geographic area as the MicroFEM version of the model and will use a regional grid spacing similar to or slightly finer than the approximately 500-foot spacing used in the MicroFEM model. Locally dense grids around production wells will not be built into the model initially but can easily be added in the future by MODFLOW-USG where desired (including under Task 3 of this project if warranted).
- The new model will have the same vertical layering (using 8 distinct layers) as is currently used in the MicroFEM model. This layering information includes the contact elevations between adjacent model layers (e.g., the elevation of the bottom of layer 1 / top of layer 2) and the spatial distribution of aquifer hydraulic properties (hydraulic conductivity and storativity) that are specified in the MicroFEM model.
- Each hydrologic process in the MicroFEM model will be included in the MODFLOW model. Most importantly, the Spokane River will be represented in the new model using streamflow routing methods (which are not available in the MicroFEM model). In particular, streamflows at Post Falls and inflows of treated wastewater to the Spokane River will be specified in the model simulations.
- The CLN package in MODFLOW-USG will be used to simulate production wells that penetrate multiple model layers in the SVRP aquifer. The CLN package treats a given production well as being a cylinder within the aquifer matrix, which allows the model to calculate the flow contributions from each model layer into the production well (rather than the modeler specifying the flow contributions as input to the model). This package will also reduce groundwater pumping rates if the simulated groundwater level drops too close to the bottom of the deepest model layer in which a well is completed.
- The converted model will be checked/verified by repeating a simulation conducted in the past. The Contractor modeling team will review the group of historical simulations it has conducted over the years to select the scenario to repeat as a test of the new model's consistency with the original MicroFEM model.

Deliverables

The MODFLOW-USG input files for the model can be provided to the City, if desired. The related files associated with the graphical user interface (Groundwater Vistas) can be provided to the City but would only be useful if the City were to obtain a paid license for the Groundwater Vistas software.

Assumptions

The scope of work is based on the following assumptions:

- Point-source discharges of water into the Spokane River will be limited to inflows of treated wastewater and will not include inputs from stormwater collection facilities.
- No calibration of the model will be required, given that it will be constructed from the MicroFEM model which was calibrated to various hydrologic data sets and well-performance tests collected in past studies.
- Up to 16 hours has been included for a senior modeler to make small adjustments to model parameters that might be warranted based on the historical simulation that is conducted using the MODFLOW-USG software. If the historical simulation indicates that more substantive adjustments are needed, then the

Contractor will consult with the City to determine whether the substantive adjustments should occur under this effort and, if so, the scope and cost of any such adjustments.

Task 7.2 - Scenario Development

This task consists of downloading and analyzing climate projections from The Climate Toolbox, developing the details of the demand and hydrologic scenarios to simulate with the model, then meeting with City personnel in the ICM program to review and finalize the definitions of the scenarios. Based on conversations with the City, the Contractor anticipates that the scenarios for City water demands and climate will be generally as follows:

- **Current / recent conditions.** This scenario consists of current water demands (i.e., current levels of City groundwater pumping) superimposed on historical hydrologic conditions (anticipated at this time to be the past two decades of hydrologic conditions).
- **Projected 20-year demand scenario under recent hydrologic conditions.** This scenario consists of the year 2040 demands superimposed on the same set of historical hydrologic conditions used in the prior scenario (anticipated at this time to be the past two decades of hydrologic conditions). This scenario quantifies the effects of changed water demand on water levels in the City's wells.
- **Projected 20-year demand scenario under hydrologic conditions reflecting climate change.** This scenario consists of the year 2040 demands superimposed on a different set of groundwater recharge and streamflow values that will be derived from The Climate Toolbox. The Contractor anticipates this analysis will focus on (1) the multi-model average projected climate change for the last 3 decades of the current century (i.e., the years 2070-2099) and (2) additional simulations that will consider how drought intensity and duration might change during that time frame compared with current/recent conditions (e.g., longer duration drought periods and/or larger drought-year deficits in precipitation and streamflows compared with average conditions).

Deliverables

- One meeting with City personnel from the ICM program to present and finalize scenarios
- One presentation describing scenario development

Assumptions

The scope of work is based on the following assumptions:

- The Climate Toolbox is the only source of climate-change information that will need to be used to develop the climate-change terms for streamflows, lake inflows, and precipitation recharge over the aquifer.
- Monthly demand values will be provided by the City for the current/recent demands and for the 20-year (year 2040) demand projection.
- Only one meeting with ICM program personnel will be required to obtain agreement on the scenarios.

Task 7.3 – Climate Change Simulations

This task will consist of incorporating the hydrologic stress terms for each scenario into the model, and then conducting, analyzing, and performing quality-control checks on each simulation. Each model run will use monthly variations in hydrologic stresses; these monthly variations will be repeated for a 5- to 10-year simulation period to allow for long-term equilibration of the simulated aquifer conditions (but with seasonal variability). The Contractor anticipates conducting six multi-year simulations as follows:

- Current/recent demands and hydrologic conditions
- Projected 20-year demand and current/recent hydrologic conditions
- Projected 20-year demand and four sets of projected future hydrologic conditions as follows:
- 2070-2099 average monthly variations in climate for low GHG emissions scenario RCP 4.5
- 2070-2099 average monthly variations in climate for high GHG emissions scenario RCP 8.5

- 2070-2099 multi-year drought condition for low GHG emissions scenario RCP 4.5
- 2070-2099 multi-year drought condition for high GHG emissions scenario RCP 8.5

The model output will be processed to produce hydrographs (time-series plots) that display the monthly, seasonal, and annual changes in groundwater levels at each of the City's eight existing well stations (compared with the historical conditions scenario).

Deliverables

- One Meeting with City personnel from the ICM program to present simulation results
- One presentation describing simulation results

Assumptions

The scope of work is based on the following assumptions:

- The City will provide recommendations on the spatial distribution of pumping amongst the City well stations for each scenario.
- The analysis of model output will be limited to groundwater levels at City wells and will not include aquifer-wide or subregional assessments of conditions in the SVRP Aquifer nor groundwater level evaluations at other wells in the region.
- Modeling of any additional demand scenarios and/or climate-change scenarios of interest to the City beyond those listed for Task 3 will be conducted under optional Task 6.

Task 7.4 – Report

- The Contractor will prepare one draft and one final report documenting the analysis and submit in electronic format. One set of consolidated comments will be incorporated into the final report. The report will consist of an executive summary of the work, results, and recommendations supported by technical attachments containing details and documentation of the modeling work. The attachments will focus on the climate change data obtained from The Climate Toolbox, the process of converting the model to MODFLOW-USG, and the design of the model simulations.

Deliverables

- One draft report for review and comment by ICM program personnel
- One final report stamped by a Washington Licensed Hydrogeologist (LHG)

Assumptions

The scope of work is based on the following assumptions:

- The report will consist of (1) summary text to be written in the style of a detailed executive summary and (2) attachments containing the technical details and documentation.
- The attachments will focus on the climate change data obtained from The Climate Toolbox, the process of converting the model to MODFLOW-USG, and the design of the model simulations.
- One set of consolidated comments will be provided to the Contractor on the Draft Report in a timely manner.

Task 7.5 – Public Presentations

The Contractor will present the study and its findings in separate presentations to the City Council staff, the City Administration, and the City Council. The Contractor will review a draft version of the presentation(s) with City ICM program staff prior to these meetings.

Deliverables

- One draft presentation will be prepared for review by ICM program personnel for review and comment
- Up to two (2) variations of the presentation will be developed for use in briefing City Council staff, City administration, and the City Council.

Assumptions

The scope of work is based on the following assumptions:

- Attendance at up to four (4) meetings is included in this task (ICM review, City Council Staff, City Administration, and City Council)
- Up to two (2) version of the presentation will be developed that can be used for the meetings with City Council staff, City administration, and the City Council.
- The Contractor will lead each presentation and will make one trip to Spokane to provide in person briefings.

Optional Task 7.6 – Additional Climate Change Simulations

This task assumes that up to six (6) additional simulations will be conducted to examine (1) the effect of the climate change scenarios under a different future demand scenario (e.g., the 50-year demand projection) and/or (2) different levels of climate change or drought duration and intensity. The Contractor assumes that any work conducted under Task 7.6 would be incorporated into the project report (Task 7.4) and the public presentations (Task 7.5).



GHD - PROJECT FEE ESTIMATING SHEET



Project Name: Spokane Link Utilities: Task 7 Addendum
Prepared by: Anne Lynch
Job Number: 11224400

Client: City of Spokane
Date: May 9, 2022

LABOR CATEGORY >	Anne Lynch Senior Technical Director 2 PM	Jennifer Price Senior Technical Director 1 PD	Tonya Redfield Senior Technical Director 3 Asst PM	Steve Harris Senior Technical Director 1 GW QA/QC	Admin.	Total Staff Hours	Other Direct Fees	TOTAL GHD	John Porcello, LHG	Walter Burt, LHG	Andy Lapostol	Matt Thomas	GIS/Graphics/ Database	Editor	Admin	Direct Expenses	Total Sub Hours	TOTAL Sub	TOTAL FEE
Task / Item	HOURLY RATE >	\$ 270.00	\$ 290.00	\$ 250.00	\$ 250.00	\$ 80.00			\$ 220.00	\$ 220.00	\$ 145.00	\$ 115.00	\$ 132.50	\$ 122.50	\$ 90.00				
Phase Task 7- City of Airway Heights Water Infrastructure Concept Design																			
Task 7.1 - Groundwater Model Conversion					1	1	\$7	\$257	25	30	10	10	20	4	1		100	\$18,720	\$18,977
Task 7.2 - Scenario Development	1				1	2	\$13	\$533	12	12	15	15	16	10	5		85	\$13,520	\$14,053
Task 7.3 - Climate Change Simulations	1				2	3	\$20	\$790	30	30	25	26	8	6	5		130	\$22,880	\$23,669
Task 7.4 - Report	6			4	2	12	\$78	\$3,198	22	24	10	10	9	10	10		95	\$16,640	\$19,838
Task 7.5 - Public Presentations	6	4				10	\$65	\$2,845	15	15	0	0	0	0	0	\$500	530	\$7,260	\$10,105
Hours:	14	4	4	6	0	28			104	111	60	61	53	30	21		939		
PROJECT TOTALS	Cost:	\$3,780	\$1,160	\$1,000	\$1,500	\$0	\$182	\$7,622	\$22,880	\$24,390	\$8,700	\$7,015	\$7,010	\$3,615	\$1,890	\$500		\$79,020	\$86,642
Optional Task 7.6 - Additional Climate Change Simulations	2				2	4	\$26	\$1,066	11	11	10	10	8	0	0		50	\$8,840	\$9,906
Hours:	2	0	0	2	0	4			11	11	10	10	8	0	0	0.0	2		
PROJECT TOTALS	Cost:	\$540.00	\$0.00	\$0.00	\$500.00	\$0.00	\$26	\$1,066	\$2,420	\$2,420	\$1,450	\$1,150	\$1,060	\$0	\$0	\$1,000		\$8,840	\$9,906
Total with Optional																		\$96,548	



City of Spokane

CONTRACT AMENDMENT

Title: **LINK STRATEGY FOR WATER**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GHD INC.**, whose address is 9725 Third Avenue, NW, Seattle, Washington 98115 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform a Development of a Link Strategy for the City's Water; and

WHEREAS, additional work has been requested, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 13, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 11, 2022._____.

3. AMENDMENT.

The original Agreement is hereby amended to allow Task 7 – Groundwater Modeling of Potential Climate Change Influence on City Wells in accordance with the attached Scope of Work and Fee Schedule.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETY-SIX THOUSAND FIVE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$96,548.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

GHD INC.

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:
Consultant's Task 7 Scope of Work and Fee Schedule

22-118

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

07/11/2022

Date Rec'd

6/29/2022

Clerk's File #

OPR 2022-0506

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #**Contact Name/Phone**

MARLENE FEIST 625-6505

Project #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

5200 - INTERLOCAL AGREEMENT WITH SPS FOR REPAVING NEAR PAULINE FLETT MS

Agenda Wording

Interlocal agreement with Spokane Public Schools to reimburse SPS for repaving a portion of Wellesley Avenue related to the new Pauline Flett Middle School.

Summary (Background)

This agreement will reimburse SPS for additional cost associated with full-width paving of Wellesely Avenue between Hartley Street and Royal Court estimated at \$125,400 including 10% administrative reserve. The work will be completed by the contractor for Pualine Flett Middle School.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 125,400

Various

Select \$

#

Select \$

#

Select \$

#

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

FEIST, MARLENE

Study Session\Other

Finance 6/27

Division Director

FEIST, MARLENE

Council Sponsor

Zappone/Stratton

Finance

MURRAY, MICHELLE

Distribution List**Legal**

ODLE, MARI

ddaniels@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

eraea@spokanecity.org

Purchasing

mfeist@spokanecity.org

ktwohig@spokanecity.org

pingiosi@spokanecity.org

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works Division
Contact Name & Phone	Marlene Feist (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 mins</u>
Agenda Item Name	Additional Wellesley Paving near Pauline Flett Middle School
Summary (Background)	<p>We are presenting an SBO to pay for some additional paving on Wellesley Avenue near the new Pauline Flett Middle School in NW Spokane. We will also seek approval of contract for this work.</p> <p>Spokane Public Schools is repaving approximately three-quarters of Wellesley from Hartley to Royal Court by the new school. Neighbors there have raised concerns about not paving the full street.</p> <p>Engineering Services has worked with Spokane Public Schools to get the full width of the roadway paved as part of some rework that has to happen there. The section will include a significant base course and top lift of asphalt. Work also will include the addition of gravel in the shoulder. This will help the street withstand the increased traffic that will result when the new school opens.</p> <p>The total cost is estimated to be about \$105,000, less expensive than if the City had to go back and complete this work later. The SBO is for \$115,500, adding a 10% reserve to cost estimate to deal with any contingencies, consistent with our approach on other public construction.</p> <p>This collaboration is consistent with the partnership that we have cultivated with SPS, which has included the transfer of City property for new middle schools, combined Spokane Public Library and SPS facilities, shared costs on Cook Street at the Shaw Middle School and NE Library campus, and more.</p>
Proposed Council Action & Date:	Approval of SBO and approval of a contract with SPS.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

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

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

N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE
AND SPOKANE PUBLIC SCHOOLS
Regarding Wellesley Avenue Paving**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2022, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE PUBLIC SCHOOL, a Washington State municipal corporation, as ("SPS"), hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, in 2019, the City of Spokane and Spokane Public Schools (SPS) entered into a partnership agreement to deliver new and renovated public school facilities, library facilities, and recreational facilities; and

WHEREAS, this historic collaboration included a variety of projects that benefit both entities and the populations they serve. These citizens support both the schools and the City through their taxes; and

WHEREAS, SPS is building a new middle school in NW Spokane at the Albi Stadium site, which includes some work on East Wellesley Avenue between Hartley and Royal Court. This section of Wellesley Avenue is a local access (residential) street; and

WHEREAS, to benefit surrounding residents and help ensure the longevity of Wellesley Avenue near the school, the City would like to enhance the SPS work by adding funding to pave the full width of Wellesley Avenue between Hartley and Royal Court; and

WHEREAS, this work will be done by the contractor for the Pauline Flett Middle School, which was chosen through public bidding process and is memorialized herein.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. **BACKGROUND/SCOPE**. This Agreement involves reimbursement to SPS for the additional cost associated with full-width paving of Wellesley Avenue between Hartley Street and Royal Court. The Parties have received an estimated cost of \$114,000 from the contractor who was chosen through the public bidding process. In no event, shall costs for reimbursement shall not exceed the amount of \$125,400.
2. **PAYMENT**. City will pay SPS directly towards the costs of the project in a lump sum amount. Said payment shall be made as follows:

- A. Payment will be based on a written invoice with supporting documentation. Within thirty (30) days of receiving the invoice, the City agrees to forward payment to SPS.
 - B. The Project improvements to be reimbursed shall not exceed the amount of \$125,400.00. Any amounts in excess will be paid by SPS.
3. TERM. This agreement will start in June 2022 and will terminate on December 31, 2022. This Agreement may be terminated only by mutual written agreement of the Parties.
 4. LIABILITY. Each Party shall be responsible for its own negligence. Neither Party assumes responsibility to the other Party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.
 5. ACCEPTANCE OF PROJECT. SPS will ensure all paving is properly inspected and conforms will state and local rules and regulations, to include without limitation inspection of roadway improvements prior to approval of acceptance of the Project by City.
 6. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each Party shall split the expenses of the mediator and the facility for the mediation. Each Party shall otherwise pay its own expenses.
 7. ASSIGNMENT. Neither Party may assign this Agreement without written consent by the other party.
 8. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.
 9. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.
 10. WAIVER OF BREACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.
 11. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.
 12. NOTICES. All notices or other communications given hereunder shall be deemed given on (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time to time designate by notice in writing to the other party.

City: City of Spokane
Clint Harris
Street Department
901 N. Nelson
Spokane, WA 99202

SPS: Spokane Public Schools
Greg Forsyth
Director, Capital Projects and Planning
2815 E. Garland Avenue
Spokane, WA 99207

13. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section 4 above.
- C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. SPS shall place this Agreement on its website or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance Section 4.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

Dated: _____

SPOKANE SCHOOL DISTRICT NO. 81

Chief Finance and Business Services Officer

Dated: _____

CITY OF SPOKANE

MAYOR

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/25/2022

Date Rec'd	4/13/2022
Clerk's File #	ORD C36193
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1560 - STATE FORFEITURES CI FUNDS SBO

Agenda Wording

Special Budget Ordinance to increase appropriations by \$40,000 of State forfeiture funds to be used as confidential funds.

Summary (Background)

The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 40,000	<u>Budget Account</u>	# 1560-17200-21250-54922-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head HAMMOND, JENNIFER

Division Director

Finance SCHMITT, KEVIN

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

MANAGEMENT & BUDGET INGIOSI, PAUL

BUDGET

Council Notifications

Study Session\Other PSCHC Meeting
04/11/2022

Council Sponsor CATHCART/BINGLE

Distribution List

spdfinance

MMCNAB

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmc nab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart, Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO to access state drug forfeiture funding
Summary (Background)	<p>In the 2022 budget, the police department was allocated \$110,000 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations and 2022 SBO's approved by council is \$481,110.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p> <p>The department is also requesting \$25,000 to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.</p> <p>The department is requesting \$10,000 for training and travel for detectives to attend courses on how to navigate a new national database for stolen property trafficking detection.</p>
Proposed Council Action & Date:	Approval on May 23, 2022
Fiscal Impact: Total Cost: \$75,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: State funds received for one-time costs related to law enforcement and criminal justice legislation Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.

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

The Police Department keeps detailed records for the use of confidential funds. Instances of confidential fund use are further documented in police reporting which captures race and gender should this data be needed for a focused analysis.

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

This is a well-established police practice that has proven to be effective in drug enforcement by building criminal cases against those distributing illicit substances.

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

Increasing the confidential fund allocation will ensure the police department can continue combating the influx of fentanyl and methamphetamine in our community without disruption. This increase in funding aligns with the goal from the Police Department's 2022- 2023 Strategic Plan to help create a safer, healthier, and more supportive environment for all residents and visitors.

The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart, Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO to access state drug forfeiture funding
Summary (Background)	<p>In the 2022 budget, the police department was allocated \$150,500 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations is \$575,431.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p>
Proposed Council Action & Date:	Approval on April 25, 2022
Fiscal Impact: Total Cost: \$40,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: State forfeiture/seizure funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.	
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The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.

ORDINANCE NO C36193

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 Forfeitures & Contributions 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 Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriations by \$75,0000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances,
 - B) \$25,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement
 - C) \$10,000 for training.
- 2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions 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 continue and expand the use of confidential funds, 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

ORDINANCE NO C36193

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 Forfeitures & Contributions 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 Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriations by \$40,000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances
 - B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions 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 continue and expand the use of confidential funds, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____

City Clerk

Approved as to form: _____

Assistant City Attorney

Mayor

Date

Effective Date

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

07/11/2022

Date Rec'd

6/28/2022

Clerk's File #

ORD C36233

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #**Contact Name/Phone**

MARLENE FEIST 625-6505

Project #

2020602

Contact E-Mail

MFEIST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

5200 – SBO ADDITIONAL WELLESLEY PAVING NEAR PAULINE FLETT MIDDLE SCHOOL

Agenda Wording

Special budget ordinance for repaving maintenance work on Wellesley Avenue near the new Pauline Fleet Middle School. (Northwest neighborhood)

Summary (Background)

Spokane Public Schools is repaving approximately three-quarters of Wellesley from Hartley Street to Royal Court by the new Pauline Fleet Middle School. The City has worked with Spokane Public Schools repave the remaining portion near the Middle School to facilitate the increased traffic as the new school opens. The estimated cost is \$125,400, including a 10% administrative reserve.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Expense \$ 125,400

Select \$

Select \$

Select \$

Budget Account

1380-Traffic Calming

#

#

#

Approvals**Dept Head**

FEIST, MARLENE

Division Director

FEIST, MARLENE

Finance

ALBIN-MOORE, ANGELA

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

Finance 6/27/22

Council Sponsor

Stratton/Zappone

Distribution List

ddaniels@spokanecity.org

publicworksaccounting@spokanecity.org

eraea@spokanecity.org

mfeist@spokanecity.org

MANAGEMENT & BUDGET

STRATTON, JESSICA

ktwohig@spokanecity.org

pingiosi@spokanecity.org

ORDINANCE NO C36233

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 Traffic Calming Measures 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 Traffic Calming Measures Fund, and the budget annexed thereto with reference to the Traffic Calming Measures Fund, the following changes be made:

- 1) Increase the appropriation by \$125,400.
- A) Of the increased appropriation, \$125,400 is provided solely for maintenance repaving work.

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 provide budget authority for additional paving work in the vicinity of the new Pauline Flett Middle School currently under construction, 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

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works Division
Contact Name & Phone	Marlene Feist (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 mins</u>
Agenda Item Name	Additional Wellesley Paving near Pauline Flett Middle School
Summary (Background)	<p>We are presenting an SBO to pay for some additional paving on Wellesley Avenue near the new Pauline Flett Middle School in NW Spokane. We will also seek approval of contract for this work.</p> <p>Spokane Public Schools is repaving approximately three-quarters of Wellesley from Hartley to Royal Court by the new school. Neighbors there have raised concerns about not paving the full street.</p> <p>Engineering Services has worked with Spokane Public Schools to get the full width of the roadway paved as part of some rework that has to happen there. The section will include a significant base course and top lift of asphalt. Work also will include the addition of gravel in the shoulder. This will help the street withstand the increased traffic that will result when the new school opens.</p> <p>The total cost is estimated to be about \$105,000, less expensive than if the City had to go back and complete this work later. The SBO is for \$115,500, adding a 10% reserve to cost estimate to deal with any contingencies, consistent with our approach on other public construction.</p> <p>This collaboration is consistent with the partnership that we have cultivated with SPS, which has included the transfer of City property for new middle schools, combined Spokane Public Library and SPS facilities, shared costs on Cook Street at the Shaw Middle School and NE Library campus, and more.</p>
Proposed Council Action & Date:	Approval of SBO and approval of a contract with SPS.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

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

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

N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

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



Agenda Sheet for City Council Meeting of: 07/11/2022

Date Rec'd	6/28/2022
Clerk's File #	RES 2022-0058
Renews #	
Cross Ref #	OPR 2014-0060
Project #	
Bid #	N/A
Requisition #	N/A

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	4490 RESOLUTION PROVIDING FOR A BOUNDARY LINE ADJUSTMENT OF CITY PROPERTY

Agenda Wording

Resolution providing for a boundary adjustment between City Parcel No. 37101.9004 and County Parcel No. 37034.9009 which will transfer ownership of the land that the Spokane County Solid Waste gas treatment facilities are located on to the County.

Summary (Background)

In 1993, Spokane County, in partnership with the City of Spokane, constructed a landfill gas treatment facility near the Colbert landfill on property owned by the City of Spokane. The property was not transferred to the County at the time nor in 2014, when the surrounding property was sold to the County as part of the Colbert transfer station sale agreement. This resolution clears up the oversight and transfers ownership to Spokane County who has operated the facility for the last 29 years.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	AVERYT, CHRIS	<u>Study Session\Other</u>	PIES 6/27/22
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u>	CM Kinnear / CM Stratton
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	caveryt@spokanecity.org	
<u>Additional Approvals</u>		eschoedel@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	rhulvey@spokanecity.org	
		tprince@spokanecity.org	
		lchapman@spokanecounty.org	

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	Chris Averyt, 625-6540
Contact Email	caveryt@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Resolution Providing For A Boundary Line Adjustment Of City Property
Summary (Background)	<p>In 1993, Spokane County, in partnership with the City of Spokane, constructed a gas treatment facility to treat the landfill gas generated by the Colbert landfill on property owned by the City of Spokane. Ownership of the property was not transferred to the County at the time nor in 2014, when the surrounding property was sold to the County as part of the Colbert transfer station sale agreement. This resolution clears up the oversight and transfers ownership and any potential environmental liabilities to Spokane County, the operator of the facility for the last 29 years.</p>
Proposed Council Action & Date:	Committee consent on 6/27/22.
Fiscal Impact: Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts
What impacts would the proposal have on historically excluded communities? N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This resolution aligns with the interlocal agreement between the City of Spokane and Spokane County regarding the transfer and disposal of solid waste and realigns property records to amend and reflect the County Solid Waste facilities with the previously transferred Colbert landfill property.

RESOLUTION NO. 2022-0058

A RESOLUTION PROVIDING FOR A BOUNDARY LINE ADJUSTMENT OF CITY PROPERTY

WHEREAS, the City of Spokane is the owner of certain property located in Parcel No. 37101.9004 Colbert, County of Spokane, State of Washington, and more particularly described in Exhibit A hereto ("Property"); and

WHEREAS, Spokane County constructed and operates a gas treatment facility for solid waste on the Property since approximately 1993; and

WHEREAS, pursuant to the Interlocal Agreement between the City of Spokane and Spokane County regarding Transfer and Disposal of Solid Waste (OPR 2014-0060), Section 4(b) provided for the North County Transfer Station located at 22123 north Elk-Chattaroy Road, Colbert, Washington, referenced above to be transferred to Spokane County; and

WHEREAS, Exhibit A attached in OPR 2014-0060 legal description of Colbert transfer station inadvertently omitted portions of the property upon which Spokane County Solid Waste gas treatment facilities are situated, which is located adjacent to and north of Elk-Chattaroy Road; and

WHEREAS, this oversight necessitates a boundary line adjustment to realign property records to amend and reflect the County Solid Waste facilities with the previously transferred Colbert landfill property; and

WHEREAS, a boundary line adjustment and Quit Claim Deed need to be completed to transfer that portion of Parcel No. 37101.9004 to the County for their continued business purposes;

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. A boundary line adjustment shall be prepared by the City to adjust property records.
2. The City of Spokane, through Spokane Solid Waste Department shall deed that portion of property, where County facilities are located, north of Elk-Chattaroy Road to Spokane County.
3. The City of Spokane is authorized to execute a boundary line adjustment and Quit Claim Deed to the County of that portion of property described in Exhibit A.

ADOPTED by the Spokane City Council this _____ day of _____, 2022.

City Clerk

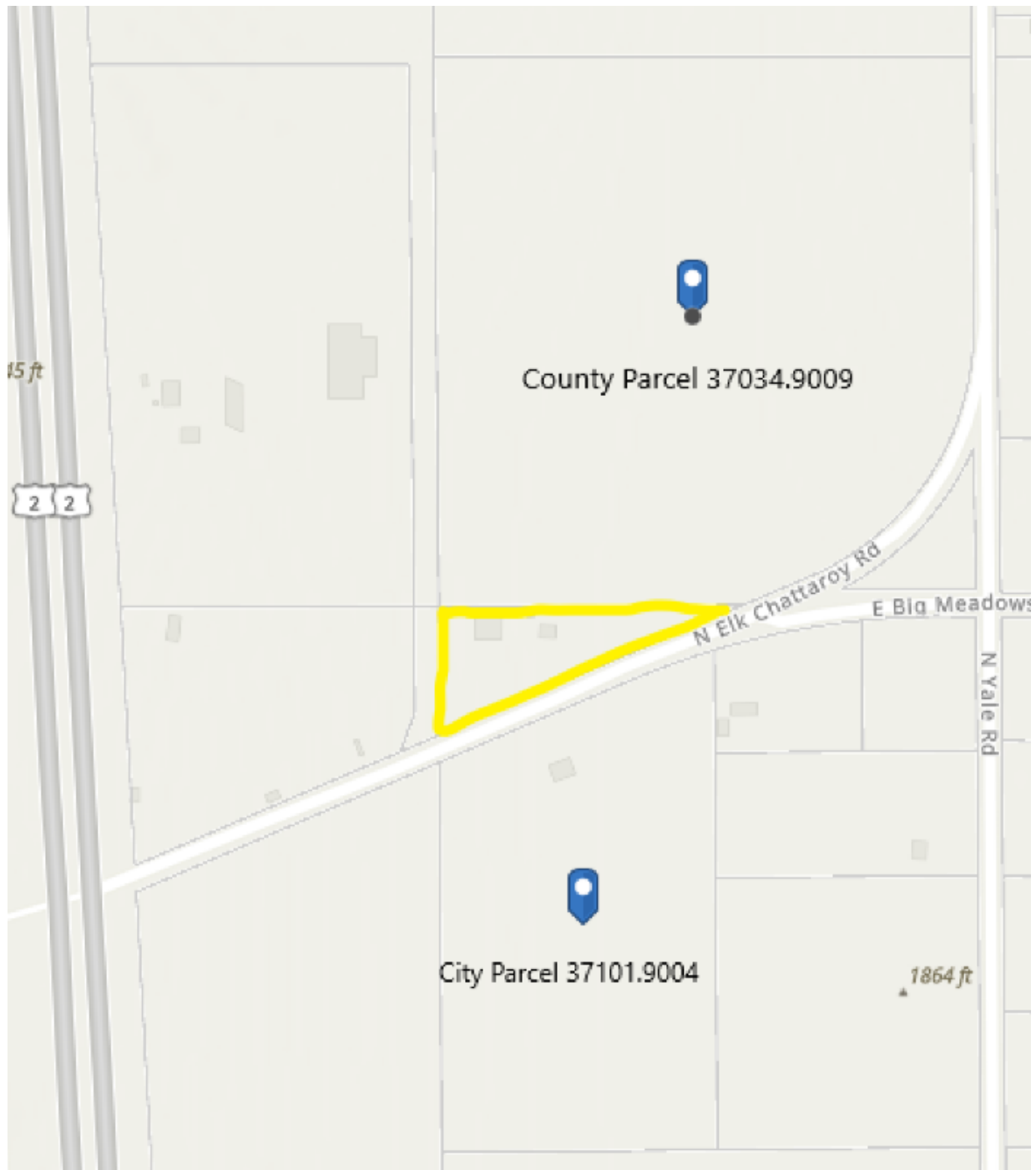
Approved as to form:

Assistant City Attorney

EXHIBIT "A"

ASSESSORS TAX PARCEL: 37101.9004

LEGALLY DESCRIBED AS: THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 27 NORTH, RANGE 43 EAST. EXCEPT THAT PORTION OF LAND LYING SOUTHERLIN OF THE NORTH RIGHT OF WAY LINE OF NORTH ELK-CHATTAROY ROAD





When recorded return to:
City of Spokane
City Attorney's Office
808 West Spokane Falls Blvd., 5th Fl.
Spokane, WA 99201

QUIT CLAIM DEED

THE GRANTOR(S) **CITY OF SPOKANE, a Washington municipal corporation**

for and in consideration of Government Transfer (WAC 458-61A-205(1) and Boundary Line Adjustment WAC 458-61A-109(2)(b)

in hand paid, conveys and quit claims to **SPOKANE COUNTY, a political subdivision of the State of Washington**

the following described real estate, situated in the County of Spokane, State of Washington

together with all after acquired title of the grantor(s) herein:

The West Half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 27 North, Range 43 East.

Except that portion of land lying Southerly of the North right of way line of North Elk Chattaroy Road.

A portion of Tax Parcel #37101.9004

Dated:

I certify that I know of have satisfactory evidence that _____ and _____, are the persons who appeared before me and said person acknowledged that they signed this document, and on oath stated that they were authorized to sign and acknowledged it as the _____, and the City Clerk, respectively, or the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Notary Public in and for the State of
Washington, residing at: _____
My commission expires: _____

CERTIFICATE OF EXEMPTION

Spokane County Department
of Building and Planning
1026 West Broadway Avenue
Spokane WA 99260
(509) 477-3675

APPLICATION NO.: _____

RELATED FILES: _____

Existing "parent" tax parcel number(s): 37101.9004 / 37034.9009

☒ Site address or ☐ Frontage road name: 22204 N. Elk-Chattaroy Road, Chattaroy, WA 99005

☒ Public Road

☐ Private Road

☐ Private Driveway

Auditors Easement Recording #: _____

(For Private Road)

Auditors Maint. Agree. Recording # _____

New Legal Description: Section: 10 Township: 27 Range: 43E

The West Half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 27 North, Range 43 East.

Except that portion of land lying Northerly of the South right of way line of North Elk Chattaroy Road.

Total existing acreage 19

New property acreage _____

Current Zoning RT - Rural Traditional

Comprehensive Plan _____

Name of Applicant City of Spokane

Phone (home) 509-625-6225

Mailing Address 808 West Spokane Falls Blvd

(work) _____

City Spokane

State WA

Zip 99201

I certify that I as owner or authorized agent have examined this document and state that the information contained in it and submitted by me or my agent to compile said document is true and correct, and authorize Spokane County to proceed with processing. In addition, I have read and understand the NOTICE TO PURCHASER and other provisions, conditions and/or comments contained herein or on the reverse and agree to comply with same. I understand that the issuance of this Exemption is not intended to verify that adequate provisions have been made for drainage ways, potable water supplies, roads and/or sanitary wastes. Any subsequent approval(s) based on this Exemption shall not be construed to give authority to violate or cancel the provisions of any state or local law.

This Certificate of Exemption is for and shall run with the land, and shall be applicable to the applicant, owner, successors or assigns.

Applicant: _____

Date: _____

THIS CERTIFICATE SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF PERMITS

THE APPLICANT SHALL FILE A SEGREGATION APPLICATION WITH THE COUNTY ASSESSOR for property created via this Exemption prior to the issuance of a building permit.

STAFF USE ONLY

This Certificate of Exemption is issued pursuant to Section _____ of the Spokane County Subdivision Ordinance and/or RCW 58.17.

Required information has been reviewed by:

Land division/land use:

Building and Planning staff _____

Date _____

Road:

Engineering and Road staff _____

Date _____

Building and Planning staff _____

Date _____

(Pre 5/15/1995 Easements)

☐ APPROVED

☐ DENIED

Project Number: _____

NEW LEGAL DESCRIPTION – continued :

Please make sure all pasted or
taped legal descriptions are placed
within the framed lines and securely
attached on all sides so they will run
smoothly through a copy machine.

****** NOTICE TO PURCHASER ******

This Certificate of Exemption is intended to indicate only that the described property is exempt from State and Local Subdivision laws which regulate the sale, lease or transfer of ownership of property, and is subject to the following notification, conditions and/or findings:

This piece of property may not have appropriate provisions for potable water supplies (drinking water), sanitary wastes (septic tank or sewer), drainage ways, streets or road, alley or other public ways. Spokane County is not responsible for making provisions for the above-stated items.

Certain uses or location of uses on this property or access easements may be restricted or limited by streams, wetlands, shorelines, floodplains or other environmentally sensitive areas or their buffers as regulated by Spokane County.

If this property is served by a private road or driveway, Spokane County is not responsible for improving or maintaining said private road or driveway. Private roads need to meet minimum standards prior to the issuance of any building permits. Construction of private roads may require grading permits and associated plans.

The future use of this property must conform to Spokane County regulations, including but not limited to the Zoning Code, Building Code, Road Standards, Timber Harvest, Critical Areas Ordinance and/or Flood Damage Protection, all as determined at the time of use permit application. If applicable, building addresses are assigned at the time driveway approaches are identified or in conjunction with the issuance of other permits.

Comments/Conditions following also apply: The City of Spokane owns parcel #37101.9004, located at 22204 N. Elk-

Chattaroy Road. The buildings located on the City's parcel North of N. Elk-Chattaroy Road are owned by Spokane

County, which also owns the adjacent parcel #37034.9009 North of the City's parcel. The City is doing a boundary line

adjustment to give the County that portion of the parcel that is North of N. Elk-Chattaroy Road.

CERTIFICATE OF EXEMPTION

Spokane County Department
of Building and Planning
1026 West Broadway Avenue
Spokane WA 99260
(509) 477-3675

APPLICATION NO.: _____

RELATED FILES: _____

Existing "parent" tax parcel number(s): 37034.9009 / 37101.9004

☒ Site address or ☐ Frontage road name: 22204 N. Elk-Chatarray Road, Chatarray, WA 99005

☒ Public Road ☐ Private Road ☐ Private Driveway Auditors Easement Recording #: _____
(For Private Road) Auditors Maint. Agree. Recording #: _____

New Legal Description: Section: 10 Township: 27 Range: 43E

The West Half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 27 North, Range 43 East.

Except that portion of land lying Southerly of the North right of way line of North Elk Chatarray Road.

Total existing acreage 38.03 New property acreage _____

Current Zoning RT - Rural Traditional Comprehensive Plan _____

Name of Applicant City of Spokane Phone (home) 509-625-6225

Mailing Address 808 West Spokane Falls Blvd (work) _____

City Spokane State WA Zip 99201

I certify that I as owner or authorized agent have examined this document and state that the information contained in it and submitted by me or my agent to compile said document is true and correct, and authorize Spokane County to proceed with processing. In addition, I have read and understand the **NOTICE TO PURCHASER** and other provisions, conditions and/or comments contained herein or on the reverse and agree to comply with same. *I understand that the issuance of this Exemption is not intended to verify that adequate provisions have been made for drainage ways, potable water supplies, roads and/or sanitary wastes. Any subsequent approval(s) based on this Exemption shall not be construed to give authority to violate or cancel the provisions of any state or local law.*

This Certificate of Exemption is for and shall run with the land, and shall be applicable to the applicant, owner, successors or assigns.

Applicant: _____ Date: _____

THIS CERTIFICATE SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF PERMITS

THE APPLICANT SHALL FILE A SEGREGATION APPLICATION WITH THE COUNTY ASSESSOR for property created via this Exemption prior to the issuance of a building permit.

STAFF USE ONLY

This Certificate of Exemption is issued pursuant to Section _____ of the Spokane County Subdivision Ordinance and/or RCW 58.17.

Required information has been reviewed by:

Land division/land use:
Building and Planning staff _____ Date _____

Road:
Engineering and Road staff _____ Date _____

Building and Planning staff _____ Date _____
(Pre 5/15/1995 Easements)

☐ APPROVED ☐ DENIED

Project Number: _____

NEW LEGAL DESCRIPTION – continued :

Please make sure all pasted or
taped legal descriptions are placed
within the framed lines and securely
attached on all sides so they will run
smoothly through a copy machine.

****** NOTICE TO PURCHASER ******

This Certificate of Exemption is intended to indicate only that the described property is exempt from State and Local Subdivision laws which regulate the sale, lease or transfer of ownership of property, and is subject to the following notification, conditions and/or findings:

This piece of property may not have appropriate provisions for potable water supplies (drinking water), sanitary wastes (septic tank or sewer), drainage ways, streets or road, alley or other public ways. Spokane County is not responsible for making provisions for the above-stated items.

Certain uses or location of uses on this property or access easements may be restricted or limited by streams, wetlands, shorelines, floodplains or other environmentally sensitive areas or their buffers as regulated by Spokane County.

If this property is served by a private road or driveway, Spokane County is not responsible for improving or maintaining said private road or driveway. Private roads need to meet minimum standards prior to the issuance of any building permits. Construction of private roads may require grading permits and associated plans.

The future use of this property must conform to Spokane County regulations, including but not limited to the Zoning Code, Building Code, Road Standards, Timber Harvest, Critical Areas Ordinance and/or Flood Damage Protection, all as determined at the time of use permit application. If applicable, building addresses are assigned at the time driveway approaches are identified or in conjunction with the issuance of other permits.

Comments/Conditions following also apply: The City of Spokane owns parcel #37101.9004, located at 22204 N. Elk-Chattaroy Road. The buildings located on the City's parcel North of N. Elk-Chattaroy Road are owned by Spokane County, which also owns the adjacent parcel #37034.9009 North of the City's parcel. The City is doing a boundary line adjustment to give the County that triangle portion of the parcel that is North of N. Elk-Chattaroy Road.



Agenda Sheet for City Council Meeting of: 07/11/2022

Date Rec'd	6/29/2022
Clerk's File #	RES 2022-0059
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS X6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - EAST CENTRAL LIBRARY RESOLUTION

Agenda Wording

Resolution specifying a process and timeline for leasing the former East Central Library building.

Summary (Background)

This resolution lays out a process and timeline for leasing the former East Central Library building.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u> 6/27 Finance & Administration
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs; CM Wilkerson
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		
<u>For the Mayor</u>		
<u>Additional Approvals</u>		
<u>Purchasing</u>		

RESOLUTION NO. 2022-0059

A Resolution specifying a process and timeline for leasing the former East Central Library building.

WHEREAS, after many years of providing important human services to the East Central Neighborhood, the building formerly serving as the library is now vacant and available for lease; and

WHEREAS, the neighborhood has expressed a strong desire to rent the space to an entity that will provided needed services to the neighborhood; and

WHEREAS, City Council has convened a community input process that has identified many desired services and the Council would now like to identify specific sustainable proposals from potential tenants with the resources to rent the space and provide community services; and

WHEREAS, a request for information ("RFI") followed by a community open house with responsive proposals would enable the neighborhood to better evaluate potential service providers that could lease the building.

NOW, THEREFORE, BE IT RESOLVED that that the City shall publish an RFI no later than August 1, 2022, for providing neighborhood services at the building pursuant to a lease agreement with a response deadline of no later than August 22, 2022.

BE IT FURTHER RESOLVED that the Spokane City Council's Equity Subcommittee shall review responsive proposals to recommend to City Council which entities should be invited to present their proposals at a community open house based on at least these four equally weighted criteria:

1. effective demonstrably needed service to East Central Neighborhood residents;
2. affordability of services for those residents;
3. prior experience serving the demographics of those residents; and,
4. financial sustainability outside of any new financial support from the City, including the ability to pay rent.

BE IT FINALLY RESOLVED that the City Council and Administration will utilize community input from the community open house and other means to finalize a lease for the building by November 1, 2022.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Finance & Administration

Submitting Department	City Council
Contact Name & Phone	CP Breean Beggs
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs & CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	East Central Library Resolution
Summary (Background)	This resolution lays out a process and timeline for leasing the former East Central Library building.
Proposed Council Action & Date:	TBD during committee discussion
Fiscal Impact: Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This resolution aims to open the process for leasing the building to members of the impacted neighborhood to ensure that they are not excluded from the decision-making process.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Resolution 2021-0094, which was passed unanimously on Nov. 8, 2021. N 7.1 – Gathering Places; N 7.2 – City Hall Outreach	



Agenda Sheet for City Council Meeting of:
07/11/2022

Date Rec'd	6/29/2022
Clerk's File #	RES 2022-0060
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BREEAN BEGGS X6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 - EAST CENTRAL POLICE PRECINCT RESOLUTION		

Agenda Wording

Resolution concerning the citing of a new police precinct in the East Central Neighborhood.

Summary (Background)

This resolution lays out the criteria for citing a new police precinct in the East Central Neighborhood prior to Jan. 1, 2023.

Lease?	NO	Grant related?	NO	Public Works?	NO
<u>Fiscal Impact</u>			<u>Budget Account</u>		
Select	\$	#			
Select	\$	#			
Select	\$	#			
Select	\$	#			
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		ALLERS, HANNAHLEE	<u>Study Session\Other</u>		6/27 Finance & Administration
<u>Division Director</u>			<u>Council Sponsor</u>		CP Beggs; CM Wilkerson
<u>Finance</u>			<u>Distribution List</u>		
<u>Legal</u>					
<u>For the Mayor</u>					
<u>Additional Approvals</u>					
<u>Purchasing</u>					

RESOLUTION NO. 2022-0060

A Resolution concerning the citing of a new police precinct in the East Central Neighborhood.

WHEREAS, the Spokane Police Department (“SPD”) has requested new space for a police precinct in the East Central Neighborhood that is more visible to the public and provides easier access for the public to onsite services and for officers responding to reports of crime; and

WHEREAS, reported crime in the East Central Neighborhood is substantially clustered along East Sprague Avenue from the Hamilton Overpass to Havana Street; and

WHEREAS, Interstate 90 poses a substantial obstacle to access a police precinct if it were placed south of the freeway, where far less crime is reported, for both the public seeking assistance from the precinct and for officers responding to incidents where higher amounts of crime are reported; and

WHEREAS, the current Downtown police precinct model of locating a precinct in a commercial zone with high visibility of patrol cars, foot and bicycle community policing patrols, co-deployed behavioral health officers and reception provided by Spokane C.O.P.S. has been well-received and effective in providing confidence to surrounding neighbors, businesses and visitors.

NOW, THEREFORE, BE IT RESOLVED that the next Spokane Police Precinct in the East Central Neighborhood should be located in an existing building on East Sprague Avenue or within two blocks of East Sprague somewhere between the Hamilton Overpass and Havana Street no later than January 1, 2023.

BE IT ALSO RESOLVED that the new police precinct should utilize behavioral health officers, foot and bicycle patrols, C.O.P.S. volunteers and collaboration with the East Sprague Business Improvement District.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Finance & Administration

Submitting Department	City Council
Contact Name & Phone	CP Breean Beggs
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs & CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	East Central Police Precinct Resolution
Summary (Background)	This resolution lays out the criteria for citing a new police precinct in the East Central Neighborhood prior to Jan. 1, 2023.
Proposed Council Action & Date:	TBD during committee discussion
Fiscal Impact: Total Cost: <u>N/A – cost to be determined when a building purchase comes forward.</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This resolution aims to place a police precinct in the part of the East Central Neighborhood where crime is reported at the highest rate.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Crime data and reports are collected by SPD and published publicly.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Depending on the length of lease or purchase price of a building near East Sprague, the placement of a precinct in the area should be re-assessed regularly to make sure that the precinct is effective and still needed in that location.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? SH 6.7 – Community Oriented Policing Services	

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

07/11/2022

Date Rec'd

6/29/2022

Clerk's File #

RES 2022-0061

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

KAREN STRATTON X6291

Project #**Contact E-Mail**

KSTRATTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - GOOD NEIGHBOR AGREEMENT RESOLUTION

Agenda Wording

A resolution requiring that all future City of Spokane funded homeless service provider contracts include a "Good Neighbor Agreement."

Summary (Background)

The Good Neighbor Agreement was developed to provide a strategy to address neighborhood concerns that often arise when new resources to support those experiencing homelessness are developed or expanded within our Spokane community.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

7/11 Urban Experience

Division Director**Council Sponsor**CMs Stratton, Cathcart
and Zappone**Finance****Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

RESOLUTION NO. 2022-0061

A Resolution Requiring that all future City of Spokane funded homeless service provider contracts include a “Good Neighbor Agreement.”

WHEREAS, The City of Spokane finds that each resident is entitled to a basic level of dignity, respect and wellness, regardless of whether they are housed or unhoused; and

WHEREAS, The City of Spokane provides funding to homeless service providers to ensure there will be no lapses or gaps in services; and

WHEREAS, concerns often arise from residents and businesses within a close proximity of homeless service providers; and

WHEREAS, to address these concerns, a Good Neighbor Agreement was developed to provide a strategy to address these concerns which often arise when resources to support those experiencing homelessness are developed or expanded within our Spokane community; and

WHEREAS, the purpose of this agreement is to identify ways for the City of Spokane, community stakeholders, and homeless services providers to work together to address potential impacts of homeless shelters as well as be good neighbors in support of clients/residents/guests of the shelter/facility and to formalize the goodwill and positive working relationships between stakeholders for the benefits of all neighbors; and

WHEREAS, the signatory parties to this agreement should include the homeless service provider, the area specific neighborhood council, the City of Spokane, and the Spokane Police Department and may also include other affinity organizations in the area; and

WHEREAS, parties to this agreement are committed to maintaining safety and healthy, positive living conditions in the area; and for this reason, they enter the agreement; and

WHEREAS, the Good Neighbor Agreement recognizes that all people have certain basic rights that include: the right to be and feel safe, the right to safe, quiet, and reasonably quiet enjoyment of their properties as well as public spaces, and the right to access available public resources, services and facilities to meet their needs; and

WHEREAS, goals and expectations of each party are detailed in the Good Neighbor Agreement to better ensure these rights are protected; and

NOW, THEREFORE, BE IT RESOLVED that the City of shall require all future contracts entered into by the City of Spokane with homeless services providers within the

City of Spokane include the Good Neighbor Agreement attached as Exhibit A, or a customized variation approved by a majority of the City Council.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

City of Spokane Good Neighbor Agreement

(Exhibit A)

Background: This Good Neighbor Agreement (“Agreement”) was developed to provide a strategy to address neighborhood concerns that often arise when new resources to support those experiencing homelessness are developed or expanded within our Spokane community.

Parties to the Agreement: Parties to this agreement include the specific Neighborhood Council that represents the neighborhood the shelter is in as well as Business Associations located within eight blocks of a homeless service provider or shelter within the City of Spokane. Also included in the agreement is the City of Spokane and the Spokane Police Department. Representatives to any meetings regarding implementation of the Agreement are to include business owners, property owners, residents, Neighborhood Council Chair, service provider staff, district specific Spokane City Council Members and the Spokane Police Department Neighborhood Resource Officer for the specific location.

Boundaries of the Agreement: Eight blocks from any homeless shelter within the City of Spokane.

Legal Status of the Agreement: Parties to this agreement are committed to maintaining safety and healthy, positive living conditions in the area; for this reason, they enter the agreement. All participants understand this agreement is **not** legally enforceable in court, nor is it intended to be.

Purpose, Assumptions, and Goals: The purpose of this agreement is to identify ways for the City of Spokane and community stakeholders and providers to communicate more effectively and work together to address potential impacts of homeless shelters as well as be good neighbors in support of clients/residents/guests of the shelter/facility and to formalize the goodwill and positive working relationships between stakeholders for the benefits of all neighbors.

Inherent in this agreement is the assumption that all parties have certain basic rights; these include:

- All people have the right to be and to feel safe and welcome.
- All people have the right to safe, reasonably quiet enjoyment of their properties and public spaces.
- All people have the right to access available public resources, services and facilities to meet their needs.

Goals:

- Initiate and maintain open communications and mutual understanding among all parties.
- Encourage all parties to be proactive and ready to respond to concerns that may arise.
- Develop procedures or protocols for resolving concerns and problems.
- Enhance neighborhood safety while promoting access to services.
- Ensure the safety and cleanliness of the neighborhood and minimize nuisance complaints.

Expectations: Each party will be encouraged to agree and adhere to certain behaviors and procedures. The expectations will differ depending on the party and are as follows:

Service Provider:

- Encourage clients/residents to be good neighbors by abiding by the facility/shelter code of conduct or trespassing through neighboring properties or rights of way.
- Encourage clients/residents to reduce litter and provide opportunities for litter patrol.
- Assign staff or residents to pick up litter on sidewalk/curb immediately surrounding shelter property on a regular schedule.
- Provide regular trash disposal.
- Ensure that client/resident belongings are never left on sidewalks immediately surround shelter property.
- Implement policies to deter loitering, camping, or illicit activities anywhere outside in the neighborhood
- Designate smoking and outdoor space(s) on the property, which are fenced or otherwise protected and shielded from neighboring properties
- Designate parking on facility/shelter property.
- Hold clients/residents responsible for their actions. (Code of Conduct may be attached).
- Outreach to all individuals experiencing homelessness who are referred to the designated point of contact for the shelter/facility by signatories to this agreement.
- Assign a live staff person to respond to law enforcement or neighborhood concerns within 24 hours.
- Address any issues brought forward by law enforcement or neighbors within 24 hours. If additional time is necessary, communicate to the concerned party the amount of time required and what steps are being taken, understanding that providers cannot share private client information covered under HIPAA laws.
- If children reside within 1000 feet of the location or if children's activities are present within 1000 feet, the provider will screen for registered sex offenders (except for shelters designated as "low-barrier" per SMC 18.05.030).
- Regularly participate in neighborhood council meetings.

Neighborhood Council:

- Neighborhood Council designates a representative (i.e., chair or other liaison) to serve as a point of contact for residents of the neighborhood when they have questions and concerns that arise from the shelter/facility.
- Elevate neighbor concerns within 24 hours to the appropriate party such as Spokane Police Department, Office of Neighborhood Services, Code Enforcement, and the Spokane City Council.
- Educate neighborhood on the existence of this agreement and the best ways to positively resolve concerns.

- Invite and welcome service providers and shelter residents to attend neighborhood council meetings and offer opportunities for regular updates on the successes of the facility.
- Engaging in ongoing problem solving with parties to this agreement to maintain clear lines of communication and an orientation to problem solving.
- Neighborhood Council is encouraged to have a meeting or community gathering once a year at shelter to help foster a connection.

Residential and Business Neighbors:

- If an individual believes they see illegal behavior, they should call Spokane Police Department.
- Maintain lines of open and respectful communication with parties to this agreement.
- Immediately and respectfully communicate concerns of unneighborly behavior when they may relate to known clients/shelter guests.
- Direct in an efficient and timely way questions/comments received by staff and customers to the shelter provider.
- Immediately report to the shelter provider/facility any issues which arise relating to the physical or structural aspects of shared or adjacent spaces.
- Ensure immediate or timely direct communication with the shelter provider prior to contacting law enforcement unless in an emergency.
- When interacting with shelter, volunteers and clients, neighbors will speak with professionalism and respect, even in and especially in moments of concern. Angry, threatening, inappropriate or offensive verbal berating of staff over the phone, in email, text or in person is not acceptable.

City of Spokane:

- Implementation and enforcement of this agreement by all parties.
- Maintain open lines of communication with all parties in the agreement.
- Ensure law enforcement is addressing any concerns that are raised by neighbors regarding the service provider.
- Ensure there are policies to prevent illegal camping around shelters.
- Provide education and direction as needed.
- Set meetings as needed to reevaluate the agreement.
- Have a district specific Council Member (or legislative staff) attend any future meetings regarding the agreement.
- Provide annual “welcome” mailing to nearby neighbors with updated shelter and City contact information with communication process.

Spokane Police Department:

- Maintain open communication with all parties in the agreement.
 - Note all emergencies should be directed to 911, not the specific Neighborhood Resource Officer.

- Promptly enforce the municipal code and ensure the safety of all.
- Reasonably respond to calls when contacted for support.
- Regularly attend neighborhood council meetings or any future meetings regarding the agreement to educate about Spokane Police Department's role in addressing homelessness.
- Maintain patrol radius around low-barrier shelter spaces as needed to ensure minimal to no impacts from shelter guests and to deter individuals from preying upon vulnerable shelter guests.
- Make Neighborhood Resource Officers available to shelters.

Signatories of Parties: (Sign and Date)

_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachments:

1. List of contacts
2. Map to show boundaries
3. Code of Conduct for shelter residents

Committee Agenda Sheet

[URBAN EXPERIENCE COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Jeff Gunn 509-434-8245
Contact Email	jgunn@spokanecity.org
Council Sponsor(s)	CM Cathcart, CM Stratton, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Good Neighbor Agreement Resolution
Summary (Background)	<p>A resolution requiring all future City of Spokane funded homeless service provider contracts include a "Good Neighbor Agreement."</p> <p>The Good Neighbor Agreement was developed to provide a strategy to address neighborhood concerns that often arise when new resources to support those experiencing homelessness are developed or expanded within our Spokane community.</p> <p>The purpose of this agreement is to identify ways for the City of Spokane, community stakeholders, and homeless services providers to work together to address potential impacts of homeless shelters as well as be good neighbors in support of clients/residents/guests of the shelter/facility and to formalize the goodwill and positive working relationships between stakeholders for the benefits of all neighbors.</p>
Proposed Council Action & Date:	Vote to approve on July 11 th , 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	

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

N/A

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

N/A

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

N/A

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

06/27/2022

Date Rec'd

6/13/2022

Clerk's File #

ORD C36230

Renews #**Cross Ref #****Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

AMENDING ORDINANCE C-21606

Agenda Wording

Amending Ordinance C-21606 to release a portion of an easement

Summary (Background)

The property owners of the Iron Bridge development have requested that the City release easements that were originally established as part of Ordinance C-21606 so that the lots have a larger buildable footprint. We have checked with the easement holders and they are ok with the release.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

DUVALL, MEGAN

Study Session\Other

PIES - 4/25/22

Division Director

MACDONALD, STEVEN

Council Sponsor

CMs Cathcart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

rthompson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

ebrown@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability Committee

Submitting Department	Developer Services Center
Contact Name & Phone	Eldon Brown
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	Michael Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Amending Ordinance C-21606 to release an easement
Summary (Background)	<p>The property owners of the Iron Bridge development have requested that the City release easements that were originally established as part of Ordinance C-21606 so that the lots have a larger buildable footprint.</p> <p>We have checked with the easement holders and they are ok with releasing the portion shown on the attached map</p>
Proposed Council Action & Date:	Precedes a new first reading of the amended ordinance
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36230

An ordinance amending Ordinance C-21606 that vacated Mallon Avenue from the west line of Section 16, Township 25 North, Range 43 E.W.M. to the west line of Hogan Street and of Perry Street from the south line of Mallon Avenue to the northerly boundary line of the right of way of the Union Pacific Railroad Co., City and County of Spokane, Washington,

The City of Spokane does ordain:

Section 1. That Mallon Avenue from the west line of Section 16, Township 25 North, Range 43 E.W.M. to the west line of Hogan Street and of Perry Street from the south line of Mallon Avenue to the northerly boundary line of the right of way of the Union Pacific Railroad Co., City and County of Spokane, Washington, be, and the same is hereby vacated, subject to the following conditions:

- (1) That ~~an~~ easements ~~are~~ is reserved **over and through Mallon Ave** for the reconstruction, repair and maintenance of existing public and private utilities and that no buildings or structures shall be erected on ~~the~~ said easements, other than trackage and appurtenances of Burlington Northern, Inc., unless approved by the City Engineer.
- ~~(2) That entry upon the vacated land may be had at any time for necessary reconstruction, repair and maintenance of the said existing utilities without compensation to the owners their successors or assigns for any interference with their operation and use of the vacated land.~~
- ~~(3) That in the event the use of the vacated Land by the owners, their successors or assigns shall interfere with or damage the operation of the existing utilities located therein, the owners, their successors or assigns shall restore said utilities to the satisfaction of the City of Spokane, or pay the cost of such restoration.~~
- ~~(4) That the owners, their successors or assigns shall be responsible for any claims or damage resulting from loss of access to the vacated streets.~~
- (5) That the owners shall erect and maintain an appropriate barrier across Mallon Avenue satisfactory to the City Traffic Engineer indicating to the motorists that Mallon Avenue west of Hogan Street is no longer a public right of way.
- (6) That in the event that a river drive or freeway is constructed to pass through the ~~area vacated or any part thereof, vacated~~ right of way **of Mallon Ave** sufficient

to accommodate-such a river drive or freeway shall revert to the City of Spokane for said street or highway purposes without compensation to the owners, their successors or assigns.

Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Easement - Ord C-21606



Right-of-way Description:
Perry St. from the south line of
Mallon St. to the north line of the Union Pacific RW
(Part of UP RW now vacated)

Legend

 Easement Release

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.



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

06/20/2022

Date Rec'd

6/7/2022

Clerk's File #

ORD C36223

Renews #**Cross Ref #****Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Contact Name/Phone**

JESTEN RAY 625-6819

Project #**Contact E-Mail**

JRAY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**PARKING SERVICES - ORDINANCE RELATED TO PARKING MUNICIPAL CODES,
PERMITS AN**Agenda Wording**

Parking Services proposes an ordinance to amend 4 sections of municipal code, repeal 3 and adds 2 sections. Parking Services is also updating related fees in the Fee Schedule. Effective Date would be August 1, 2022.

Summary (Background)

The City is moving to a new parking permit system which uses license plates and/or digital permits. The Spokane Municipal Code relating to Permits was revised in 2021; however, it needs modified to align with parking space reservation use and needs. This ordinance decreases duplicate permits by combining several and clarifies two permit related definitions.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ Varies

1460

Select \$

#

Select \$

#

Select \$

#

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

DUVALL, MEGAN

Study Session\OtherPublic Safety and
Community Health 6.6.22**Division Director**

MACDONALD, STEVEN

Council Sponsor

CM Stratton and Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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smacdonald@spokanecity.org;

For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

mmuramatsu@spokanecity.org;

Purchasing

kbecker@spokanecity.org; jray@spokanecity.org;

lgarcia@spokanecity.org;

mwilliams@spokanecity.org

ORDINANCE NO. C36223

AN ORDINANCE relating to parking municipal codes amending SMC sections 16A.04.100, 16A.05.060, 16A.05.460, 16A.06.010; repealing SMC sections 16A.06.030, 16A.06.040, 16A.06.050; and adding new section 16A.06.080, 16A.06.090 to chapter 16A.06 of the Spokane Municipal Code and setting an effective date.

WHEREAS, the City updated code related to parking permits in 2021, and;

WHEREAS, the City realized the code related to permit use needed to be modified, and;

WHEREAS, the Parking Advisory Committee reviewed and considered the proposed code changes in 2022;-- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 16A.04.100 is amended to read as follows

Section 16A.04.100 Definitions

A. Alley.

A public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)

B. Block Face.

One side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.

C. City Street or Street.

Every public highway, or part thereof located within the limits of cities and towns, except alleys. (RCW 46.04.120)

D. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)

E. Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

F. Definitions Generally.

Words and phrases, wherever used in this subtitle shall have the meaning ascribed to them in this Chapter except where otherwise defined, and unless where used the context thereof shall clearly indicate to the contrary. (RCW 46.04.010)

G. Entertainment Parking District (EPD).

The area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the [Paid Parking Zone Map](#).

H. Fire Lane.

An area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.

I. Highway.

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)

J. Non-passenger Vehicle (NPV).

Any vehicle which does not meet the definition of a passenger vehicle ([SMC 16A.04.100\(R\)](#)) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.

K. Paid Parking Zone.

Portions of streets which the parking of vehicles shall be controlled, regulated and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the [Paid Parking Zone Map](#).

L. Park or Parking.

The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)

M. Parking Holidays.

Except for metered spaces at Spokane International Airport and Felts Field as authorized by [SMC 12.03.0600](#) and [SMC 12.03.0602](#), or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated by a parking payment device may be used without charge during all hours on: Sundays, New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day – Third Monday in February, Memorial Day, Independence Day – July 4th, Labor Day, Indigenous Peoples' Day – Second Monday in October, Veteran's Day – November 11th, Thanksgiving Day, and Christmas Day. Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.

N. Parking Manager.

The Director of Development Services Center, Code Enforcement and Parking Services or their designee.

O. Parking Payment Device.

Any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Manager.

P. Parking Permit.

A privilege that allows its holder to access certain parking spaces and locations, which form includes, but is not limited to, a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.

Q. Parking Space.

The area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.

R. Passenger Vehicle.

Every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

S. Public Right-of-Way

A right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.

T. Residential Parking Permit Definitions

For the purposes of [SMC 16A.06.070](#) only, the terms in this section have the following meanings:

1. "Downtown residential parking district" or "DRPD" means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other city-approved authorization are exempt from the payment required pursuant to [SMC 16A.05.280](#).
2. "Downtown residential parking district permit" or "DRPD permit" means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a downtown residential parking district.
3. "Resident" means any person residing in a household unit that is located within downtown residential parking district.
4. "Household Unit" means any self-contained house, apartment, condominium, town house, detached or attached accessory dwelling unit, or group home that contains living, sleeping and cooking quarters and is used by of any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.

U. Retail Zone of the Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

V. Roadway.

Portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such roadways collectively. (RCW 46.04.500)

W. Safety Zone.

The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)

X. Stand or Standing.

The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)

Y. Stop or Stopping.

Any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)

Z. Taxicab, Cab, or Taxi

A for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:

1. where the route traveled or destination is controlled by the customer;
2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in [SMC 10.34A.090](#);
3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and
4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.

AA. Temporary No Parking Zone

A. A parking space where an approved temporary no parking zone has been established and designated by temporary sign(s), barricade(s), or other device approved by the Parking Manager.

B. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.

~~((AA.))~~ BB. Vehicle.

A device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:

1. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks;

2. A bicycle and a motorized foot scooter;
3. An electric personal assistive mobility device and a motorized foot scooter;
and,
4. A golf cart.

Section 2. That SMC section 16A.05.060 is amended to read as follows

Section 16A.05.060 Commercial Loading Zones

- A. No person shall stop, stand, or park a vehicle except an authorized ~~((and identified))~~ commercial vehicle as defined in 16A.04.100(D) or other noncommercial vehicles as authorized by the Parking Manager during the hours indicated on the signs marking the zones.
- B. No person shall stop, stand, or park an authorized commercial vehicle as defined in 16A.04.100(D) or other noncommercial vehicles ~~((and identified commercial vehicle))~~ as authorized by the Parking Manager in a signed commercial loading zone for any purpose or length of time other than ~~((for the))~~ active and expeditious loading and unloading ~~((of commodities))~~. In no case shall the stopping, standing, or parking exceed thirty minutes.

Section 3. That SMC section 16A.05.460 is amended to read as follows

Section 16A.05.460 Temporary No Parking Zone

~~((A. No person shall stop, stand, or park a vehicle in a parking space where an approved temporary no parking zone has been established as defined in 16A.04.100(AA), and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager except for vehicles displaying a temporary no parking zone permit (SMC 16A.06.050)).~~

~~((B.))A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.~~

Section 4. That SMC section 16A.06.010 is amended to read as follows

Section 16A.06.010 Permits - Generally

A. Purpose.

A parking permit may be issued to allow a vehicle to legally park in violation of specific parking regulations. A parking permit may apply in a designated parking

district or zone, paid parking space, or elsewhere depending on the specifications of the permit.

B. Authority.

The Parking Manager is hereby authorized to administer a system for the issuance of parking permits and to collect fees therefor.

C. Application.

1. Application for any parking permit required by this Chapter shall be made to Parking Services on forms provided for such purpose.
2. All parking permit applications shall include, at minimum the following information:
 - a. The name, address, and other current contact information for the applicant;
 - b. The license plate number and make, model and year of the vehicle for which the parking permit is sought;
 - c. A statement signed and sworn by the applicant, under penalty of perjury, that all information submitted is complete, true and accurate to the best of their knowledge; and
 - d. A copy of the current vehicle registration.
3. The Parking Manager may deny a parking permit application based on a demonstrated history of improper use by the applicant during the previous 12 months.

D. Outstanding ~~((Citations))~~ Parking Fees and Fines.

1. Outstanding parking fees and fines ~~((citations))~~ must be resolved prior to the issuance of any parking permit type.

E. Fees.

Parking permits for authorized vehicles shall be issued, pending approval by the Parking Manager, by the City upon application therefore and the paying of the fee as established in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#).

F. Proper Display of Parking Permit.

Parking permits shall be properly displayed as directed by the City.

G. Maximum Number of Parking Permits Issued.

The parking manger may limit the number of any type or zone parking permit.

H. Prohibition.

1. The provisions of this Chapter do not supersede any other provisions of the Spokane Municipal Code with respect to general parking regulations.
2. It is unlawful to falsely represent oneself as eligible for a parking permit under this Chapter or to furnish any false information in, or in conjunction with, an application for a parking permit. It shall be unlawful to attempt or to reproduce or alter any parking permit issued by the City.
3. Parking permits may be transferred upon review and approval by the Parking Manager.
4. Parking permits may be revoked in the event Parking Services determines that the owner of the vehicle, or the vehicle itself, for which a parking permit has been issued no longer meets the eligibility requirements established by Parking Services. Upon no longer meeting the eligibility requirements, the holder of the parking permit shall surrender such parking permit to Parking Services.
5. Violation of parking permit use shall result in the permit being revoked, cancellation of the permit, forfeiture of any fees paid or deposit and may result in the forfeiture of future reservations if applicable.

Section 5. That SMC section 16A.06.030 entitled “Service Parking Permit” is repealed.

Section 6. That SMC section 16A.06.040 entitled “Entertainment Event Exemption Permit” is repealed.

Section 7 That SMC section 16A.06.050 entitled “Temporary No Parking Zone Parking Permit” is repealed.

Section 8 That there is adopted a new section 16A.06.080 to chapter 16A.06 of the Spokane Municipal Code to read as follows:

Section 16A.06.080 Parking Space Reservation Permit

A parking space reservation permit allows parking within a designated parking space. The parking permit may contain allowances and restrictions as deemed necessary by the Parking Manager.

Section 9 That there is adopted a new section 16A.06.090 to chapter 16A.06 of the Spokane Municipal Code to read as follows:

Section 16A.06.090 Temporary Parking Permit

A temporary parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

Section 10 Effective Date. This ordinance shall take effect and be in force on August 1, 2022.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

City of Spokane Parking Fee Schedule
FY 2021~~2~~

On-Street Paid Parking Zone Rates		
Minimum Hourly Rate	Maximum Hourly Rate	Current rates by zone can be found at https://my.spokanecity.org/parking/
\$0.50	\$3.00	
Removal of Parking Payment Device(s)		
Fee charged a contractor for removal and reinstallation of a parking payment device to accommodate construction work		\$60.00 per single space meter \$120.00 per dual space meter \$500.00 per pay station
Delinquent Violations		
The additional penalty for failure to respond to a notice of traffic violation or parking infraction is \$25.00.		
Towing and Impound		
Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.		
Junk Vehicle Affidavit		
Junk vehicle affidavit (AKA hulk slip)	\$0.00	
Administrative Fees		
Fee per vehicle added to the Scofflaw List	\$25.00	
Immobilization	\$50.00	
Permits		
Commercial Loading Zone Permit – Annual	\$100.00/vehicle	
Commercial Loading Zone Permit – Single Day	\$15.00/vehicle	
Downtown Residential Parking District Permit - <u>Monthly</u>	\$25.00 <u>\$50.00 per month/vehicle</u>	
Service Permit	Month – \$50.00 Quarter – \$150.00 Annual – \$600.00	
Entertainment Event Exemption Permit	\$15.00 + Paid Parking Zone rate per hour, per space for each event	
Temporary No Parking Zone	\$15 per day + cost of lost paid parking revenue per space per day	
Temporary No Parking Zone Permit	\$8.00 per vehicle per day	
<u>Parking Space Reservation Permit</u>	\$25.00 per permit + cost of lost paid parking revenue per space per day	
<u>Temporary Parking Permit</u>	\$15 per day + cost of lost paid parking revenue	
Special Loading Zone – Commercial	Day - \$15.00 Month – \$125.00 Quarter – \$350.00	
Special Loading Zone – News Media	Annual – \$1,000.00 for 1st permit; \$500.00 for each additional permit	
Special Loading Zone – Charitable Nonprofit	Month – \$60.00, maximum 2 permits	
Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Advertising or For Sale	16A.05.010	\$45.00

Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Alley – Loading – Active Loading / 30 Min Max	16A.05.020(A)	\$45.00
Alley – Loading – Restricting Free Passage	16A.05.020(B)	\$65.00
Angle Parking / Backed to Curb	16A.05.030	\$45.00
Bicycle Lane – No Stopping/Standing/Parking	16A.05.040	\$65.00
Bus Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.050	\$45.00
Commercial Loading Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.060(A)	\$45.00
Commercial Loading Zone – No Stopping/Standing/Parking Active Loading 30 Min Max	16A.05.060(B)	\$45.00
Crosswalk – Approach - No Standing/Parking Within 20'	16A.05.070	\$45.00
Crosswalk – On - No Stopping/Standing/Parking	16A.05.080	\$65.00
Disabled Parking – Over 4Hr Time Limit At Expired Meter	16A.05.090(A)(2)	\$30.00
Disabled Parking – Unauthorized Use Placard/Plate	16A.05.110(A)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Park In/Block/Make Inaccessible Access Aisle or Space	16A.05.110(B)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – No Placard/Plate	16A.05.110(C)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Fail to Fully Display Placard/Plate	16A.05.110(D)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Divided Highway - No Stopping/Standing/Parking Between Roadways	16A.05.130	\$45.00
Double Parking - No Stopping/Standing/Parking	16A.05.140	\$65.00
Driveway or Alley Entrance - No Standing/Parking Within 5'	16A.05.150	\$45.00
Excavation or Obstruction - No Stopping/Standing/Parking	16A.05.160	\$45.00
Fire Hydrant - No Standing/Parking Within 15'	16A.05.170	\$65.00
Fire Lane - No Stopping/Standing/Parking	16A.05.180	\$65.00
Fire Station - No Standing/Parking Within 20' of Entrance/Opposite Side of Street Within 75' of Entrance	16A.05.190	\$45.00
Flashing Signal – Approach - No Standing/Parking Within 30'	16A.05.200	\$45.00
Intersection - No Stopping/Standing/Parking	16A.05.210	\$65.00
Junk Vehicle - No Parking	16A.05.220	\$45.00
Motorcycle or Scooter - No Stopping/Standing/Parking Except Motorcycle or Scooter	16A.05.230(A)	\$45.00
Motorcycle or Scooter – Must Park Within Stalls and Be Secured from Tipping	16A.05.230(B)	\$45.00
Obstructing Traffic - No Stopping/Standing/Parking	16A.05.240	\$65.00
Paid Parking Zone – Illegal Use of Parking Payment Device	16A.05.250	\$30.00

Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Paid Parking Zone – Obstruction of Paid Parking Device	16A.05.260	\$30.00
Paid Parking Zone – Parking Payment Device Indicates No Stopping/Standing/Parking	16A.05.270	\$30.00
Paid Parking Zone – Valid Payment Required	16A.05.280(A)(1)	\$30.00
Paid Parking Zone – Required Information Incorrect	16A.05.280(A)(2)	\$30.00
Paid Parking Zone – Payment Not Made Immediately	16A.05.280(A)(3)	\$30.00
Parallel Parking – Wheels Parallel and Within 12” of the Curb	16A.05.290(A)	\$45.00
Parallel Parking – No stopping/Standing/Parking Against Authorized Traffic Movement	16A.05.290(B)	\$45.00
Parking Stalls - No Stopping/Standing/Parking – Across Lines/Markings	16A.05.300	\$45.00
Parking Time Limited – Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 72 Hrs	16A.05.310(A)	\$45.00
Parking Time Limited – Non-Passenger Vehicle Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs Loading	16A.05.310(B)	\$45.00
Parking Time Limited – Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs	16A.05.310(C)	\$45.00
Parking Time Limited – Posted Sign/Payment Device	16A.05.310(D)	\$45.00
Parking Time Limited – No Re-Parking on Same Block Face Where Time Limit is Greater Than 30 Minutes	16A.05.310(D)(1)	\$45.00
Pedestrian Buffer Strip - No Stopping/Standing/Parking	16A.05.320	\$45.00
Permit Zones - No Stopping/Standing/Parking – No Permit	16A.05.330(A)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Permit Does Not Match Vehicle	16A.05.330(B)(1)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Outside Zone	16A.05.330(B)(2)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Beyond Time Limit	16A.05.330(B)(3)	\$45.00
Police Vehicles Only – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.340	\$65.00
Posted Signs - No Stopping/Standing/Parking – Signs Prohibit	16A.05.350(A)	\$45.00
Posted Signs - No Standing/Parking – Signs Prohibit	16A.05.350(B)	\$45.00
Posted Signs - No Parking – Signs Prohibit	16A.05.350(C)	\$45.00
Public Safety Hazard – No Stopping/Standing/Parking	16A.05.370	\$65.00
Railroad Tracks - On - No Stopping/Standing/Parking	16A.05.380	\$65.00
Railroad Tracks – Loading - No Parking Within 50’	16A.05.390	\$45.00
Reserve a Portion of the Highway – Unlawful	16A.05.400	\$45.00
Safety Zone - No Stopping/Standing/Parking	16A.05.410	\$65.00
Sidewalk – On or Over - No Stopping/Standing/Parking	16A.05.420	\$65.00
Spokane International Airport – No Standing/Parking	16A.05.430	\$45.00
Stop Sign – Approach - No Standing/Parking Within 30’	16A.05.440	\$45.00

Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Taxicab Zones – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.450	\$45.00
Temporary No Parking Zone - No Stopping/Standing/Parking	16A.05.460(A)	\$100.00
Traffic Control Signal – Approach - No Standing/Parking Within 30'	16A.05.470	\$45.00
Vehicle Repairs - No Standing/Parking	16A.05.480	\$45.00
Yield Sign – Approach - No Standing/Parking Within 30'	16A.05.490	\$45.00
Snow Removal – No Stopping/Standing/Parking After Notice	16A.61.564(A)	\$45.00
Street Needs – No Stopping/Standing/Parking After Notice	16A.61.564(B)	\$45.00
Moving Vehicle of Another – Unlawful	16A.61.570	\$45.00
Special Loading Zone – Exceeding Time Limit	16A.61.5703(B)	\$45.00
Special Loading Zone – EPD Exceeding Time Limit	16A.61.5703(C)	\$45.00
Special Loading Zone – Unauthorized Vehicle Parked in SLZ	16A.61.5703(E)	\$45.00
Ski Jogging – Unlawful	16A.61.663	\$45.00
Sidewalk Riding and Parking Regulated – Unauthorized Bicycle or Non-Motorized Vehicle Upon Sidewalk	16A.61.787(A)	\$45.00
Sidewalk Riding and Parking Regulated – Failure to Yield to Pedestrians	16A.61.787(B)	\$45.00
Sidewalk Riding and Parking Regulated – Speeding	16A.61.787(C)	\$45.00
Sidewalk Riding and Parking Regulated – Obstruction	16A.61.787(D)	\$45.00

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

05/16/2022

Date Rec'd

5/4/2022

Clerk's File #

ORD C36211

Renews #**Cross Ref #**

ORD C36190

Submitting Dept

HOUSING & HUMAN SERVICES

Contact Name/Phone

JENN CERCEDES 6055

Project #**Contact E-Mail**

JCERCEDES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

1680- INTERIM ZONING ORDINANCE RE INDOOR SHELTERS IN HI ZONE

Agenda Wording

Zoning Ordinance to allow for an emergency shelter in a heavy industrial zone to allow for available space to be used. This would be a temporary ordinance to allow securing a site for a temporary shelter.

Summary (Background)

City Council and Administration have been searching for a location for a temporary shelter that has specific location parameters. Based on these parameters most locations that meet the specifications and are available are located in commercial and industrial zones. The interim zoning ordinance will allow available space to be used for a temporary shelter.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

CERCEDES, JENNIFER

Study Session\Other

UE 4/11/22

Division Director

CERCEDES, JENNIFER

Council Sponsor

CP Beggs/CM Bingle

Finance

MURRAY, MICHELLE

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Committee Agenda Sheet

Urban Experience

Submitting Department	NHHS/CHHS
Contact Name & Phone	Eric Finch 6455 and Jenn Cerecedes 6055
Contact Email	efinch@spokanecity.org and jcerecedes@spokanecity.org
Council Sponsor(s)	CP Beggs and CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	An interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing
Summary (Background)	An interim zoning ordinance concerning the siting of indoor emergency shelters; amending SMC 17C.130.100 on an interim basis; setting a public hearing; and establishing a work program. City Council has previously found that centers for the protection of vulnerable and homeless individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies, and has further determined that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function. Indoor emergency shelters are not currently allowed in the City's heavy industrial zones and for various reasons are extremely challenging to site in the City's other zones. City staff believes that, if conditioned appropriately, such indoor emergency shelters can be safely located in the City's heavy industrial zones. City staff further believes action is needed to be taken immediately to allow placement of indoor emergency shelters in the City's heavy industrial zones in order to avoid an imminent threat to public health and safety, and to prevent imminent danger to public and private property. This interim zoning ordinance shall be in effect until November 25, 2022 unless extended or cancelled at the public hearing described in Section 4 of the Ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in Chapter 17G.025 of the Spokane Municipal Code.
Proposed Council Action & Date:	Approve Interim Zoning Ordinance change May 9 th , 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: NA Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	

No impacts seen.

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

There are no effects seen.

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

Ongoing monitoring related to the interim zoning use is on a case-by-case basis and will be reported as required.

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

This interim zoning ordinance is to facilitate the use of certain industrial zoned areas for other uses to meet emergency shelter and environmental shelter needs as defined in SMC 18.05.020.

ORDINANCE NO. C36211

An interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing.

WHEREAS, pursuant to SMC 18.05.010, the City Council has previously found that centers for the protection of vulnerable and homeless individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies, and has further determined that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function;

WHEREAS, pursuant to RCW 35.21.683, effective as of September 21, 2021, cities are not allowed to prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed;

WHEREAS, indoor emergency shelters are not currently allowed in the City's heavy industrial zones and for various reasons are extremely challenging to site in the City's other zones;

WHEREAS, the City Council finds that many existing buildings that are otherwise suitable for providing indoor emergency shelters are located in the City's heavy industrial zones;

WHEREAS, the City Council finds that, if conditioned appropriately, such indoor emergency shelters can be safely located in the City's heavy industrial zones;

WHEREAS, sections 35.63.200 and 36.70A.390 of the Revised Code of Washington authorize cities to enact moratoriums, interim zoning maps, interim zoning ordinances, and/or interim official controls without holding a public hearing (*see also Matson v. Clark County Board of Commissioners*, 79 Wash.App. 641, 904 P.2d 317 (1995)); and

WHEREAS, pursuant to RCW 35.63.200 and 36.70A.390, when the City Council adopts an interim zoning ordinance without holding a public hearing on the proposal, it must hold a hearing on the adopted interim zoning ordinance within at least sixty (60) days of its adoption; and

WHEREAS, the City intends to implement the interim zoning ordinance contained in this ordinance and which amends SMC 17C.130.100; and

WHEREAS, the City also intends to conduct a work program during the pendency of this interim zoning ordinance, to enable the City Council to hear feedback from the public and interested stakeholders concerning a possible permanent amendment to the City's zoning regulations to allow the location of indoor emergency shelters in the City's heavy industrial zones; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA") because action needs to be taken immediately to allow placement of indoor emergency shelters in the City's heavy industrial zones in order to avoid an imminent threat to public health and safety, and to prevent imminent danger to public and private property; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an emergency; and

WHEREAS, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 6 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to allow the siting of indoor emergency shelters in the City's heavy industrial zones, subject to appropriate conditions as specified.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until **November 25, 2022** unless extended or cancelled at the public hearing described in Section 4 of this Ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in Chapter 17G.025 of the Spokane Municipal Code.

Section 4. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council shall hold a public hearing on this interim zoning ordinance on **July 25, 2022**. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this interim zoning ordinance, and either extend it for an additional six-month period beyond **November 25, 2022**, or cancel it.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. That section 17C.130.100 of the Spokane Municipal Code is amended on an interim basis to read as follows:

Section 17C.130.100 Industrial Zones Primary Uses

A. Permitted Uses (P).

Uses permitted in the industrial zones are listed in Table 17C.130-1 with a “P.” These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L).

Uses allowed that are subject to limitations are listed in Table 17C.130-1 with an “L.” These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters.

C. Conditional Uses (CU).

Uses that are allowed if approved through the conditional use review process are listed in Table 17C.130-1 with a “CU.” These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards, and other standards of this chapter. Uses listed with a “CU” that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters. The conditional use review process and approval criteria are stated in [chapter 17C.320 SMC](#), Conditional Uses.

D. Uses Not Permitted (N).

Uses listed in Table 17C.130-1 with an “N” are not permitted.

Existing uses in categories listed as not permitted may be subject to the standards of [chapter 17C.210 SMC](#), Nonconforming Situations.

Table 17C.130-1 Industrial Zones Primary Uses			
Use is: P – Permitted; N – Not Permitted; L – Allowed, but with Special Limitations; CU – Conditional Use Review Required	LI Zone (Light Industrial)	HI Zone (Heavy Industrial)	PI Zone (Planned Industrial)
Residential Categories			
Group Living	L[1]	N	L[3]
Residential Household Living	L[2]	L[2]	L[3]
Commercial Categories			
Adult Business	L[4]	N	N
Commercial Outdoor Recreation	P	P	CU
Commercial Parking	P	P	P
Drive-through Facility	P	P	P
Major Event Entertainment	CU	CU	CU
Office	P	P	P
Quick Vehicle Servicing	P	P	P

Retail Sales and Service	L/CU[5]	L/CU[6]	L[7]
Mini-storage Facilities	L[8]	L[8]	L[8]
Vehicle Repair	P	P	P
Mobile Food Vending	L[12]	L[12]	L[12]
Industrial Categories			
High Impact Use	L[9]	L[9]	N
Industrial Service	P	P	P
Manufacturing and Production	P	P	P
Railroad Yards	CU	P	P
Warehouse and Freight Movement	P	P	P
Waste-related	CU	CU	CU
Wholesale Sales	P	P	P
Institutional Categories			
Basic Utilities	P	P	P
Colleges	P	N	L[10]
Community Service	P	((N))P	((N))P
Daycare	P	CU	L[10]
Medical Centers	P	N	L[10]

Parks and Open Areas	P	CU	P
Religious Institutions	P	N	N
Schools	P	N	L[10]
Other Categories			
Agriculture	P	P	P
Aviation and Surface Passenger Terminals	P	P	P
Detention Facilities	CU	CU	CU
Essential Public Facilities	CU	CU	CU
Mining	CU	CU	CU
Rail Lines and Utility Corridors	P	P	P
Notes: • The use categories are described in chapter 17C.190 SMC . • Standards that correspond to the bracketed numbers [] are specified in SMC 17C.130.110 . • Specific uses and developments may be subject to the standards in Part 3 of this division, Special Use Standards. • Standards applicable to conditional uses are stated in chapter 17C.320 SMC .			

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date