

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. 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 March 27, 2023, 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 March 27, 2023:

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: 2497 452 1932; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2495 235 8877; 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, March 27, 2023. 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 public testimony on legislative items (two minutes for open forum)!**

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, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two 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 maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

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, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), 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 true first and last 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 obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member 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. City employees 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 while in uniform; 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 and avoiding unlawful harassment 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. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. 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.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 27, 2023

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 MICHAEL CATHCART

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER ZACK ZAPPONE

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 at the public microphone shall verbally identify themselves by their true first and last 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.
- City 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 two-minute speaking time during Open Forum and a three-minute speaking time for other matters. 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, including veto overrides.

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 Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS
(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Design Review Board – One Appointment

Confirm

CPR 1993-0069

ADMINISTRATIVE REPORTS

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.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- 1. **Service Level Agreement with Spokane Regional Emergency Communications regarding emergency communications services for the dispatch of fire related emergency services beginning January 1, 2023—\$150,000 per month. (Council Sponsors: Council Members Cathcart and Bingle)(Deferred from February 27, 2023, Agenda)**
Tom Williams **Approve OPR 2023-0246**
- 2. **Low Bids for Engineering Services with:** **Approve All**
 - a. **DW Excavating, Inc. (Davenport, WA) for the Cochran Basin Stormwater Control Vault—\$7,041,820. An administrative reserve of \$704,182, which is 10% of the contract price, will be set aside. (Audubon/Downriver Neighborhood) (Council Sponsor: Council** **OPR 2023-0301
ENG 2019148**

Member Kinnear) (Deferred from March 6, 2023, Agenda)

b. DW Excavating Inc. (Davenport, WA) for the Marshall Road Transmission - Phase 1 project—\$3,001,000 (plus tax). An administrative reserve of \$300,100 (plus tax), which is 10% of the contract, will be set aside. (Council Sponsor: Council Member Kinnear) OPR 2023-0339
ENG 2018106

c. Halme Construction, Inc. (Spokane, WA) for the SIA Transmission Line Crossing under I-90 project—\$3,176,537.16 (plus tax). An administrative reserve of 10% of the contract will be set aside. (Council Sponsor: Council Member Kinnear) OPR 2023-0340
ENG 2018107

Dan Buller

3. Low Bid of Holt Services, Inc. (Edgewood, WA) for the Well Electric Wellfield Feasibility Study in the amount of \$3,108,868 (plus tax). An administrative reserve of \$310,886.80 (plus tax), which is 10% of the contract, will be set aside. (Council Sponsor: Council Member Kinnear) Approve OPR 2023-0341
ENG 2018099

Loren Searl

4. Purchase from CompuNet of network switches for the Dell PowerShare equipment that was bought in 2022, this will allow for encrypted network communication from the Dell PowerShare to Spokane Police Department detectives. (Council Sponsor: Council Member Cathcart) Approve OPR 2023-0342

Shawna Ernst

5. Pre-approval to Purchase four Ford F-250 or similar, diesel, crew cab 4WD pickup trucks and three Chevrolet Tahoe/GMC Yukon, or similar diesel AWD sport utility vehicles for the Fire Department—\$565,000. (Council Sponsors: Council Members Kinnear & Cathcart) Approve OPR 2023-0343

Brian Schaeffer

6. Five-Year Mutual Aid Agreement between the Fairchild Air Force Base and City Fire Department. (Council Sponsor: Council President Beggs) Approve OPR 2023-0344

Brian Schaeffer

7. Multiple Family Housing Property Tax Exemption Conditional Agreements with: Approve All

a. Rad Space, LLC. for the future construction of approximately 4 units, at Parcel Number(s) 35202.2701, commonly known as 528 East 2nd OPR 2023-0345

Avenue. (Council Sponsors: Council Members Kinnear and Wilkerson)

- b. Garden District Apartments I, LLC. for the future construction of approximately 78 units, at Parcel Number(s) 35331.5306, 35331.4508, 35331.4509, 35331.4510, and 35331.4401. (Council Sponsors: Council Members Kinnear and Wilkerson)** **OPR 2023-0346**
- c. Spencer Harrington for the future construction of approximately 42 units, at Parcel Number(s) 25134.0202 and 25134.0201, commonly known as 1505 West Broadway and 719 North Walnut. (Council Sponsors: Council Members Stratton and Zappone)** **OPR 2023-0347**
- d. Willie Willey, LLC. for the future construction of approximately 29 units, at Parcel Number(s) 35033.1304 and 35033.1305, commonly known as 2929 and 2937 East Wellesley. (Council Sponsors: Council Members Cathcart and Bingle)** **OPR 2023-0348**
- Teri Stripes**

8. Four-Year subscription with Lexipol (Frisco, TX) for police policy and training bulletins. (Council Sponsor: Council Member Bingle) **Approve OPR 2023-0349**
- Jacqui MacConnell**

9. Contract Amendment with Mackay Meters, Inc. to purchase additional meters for Parking Services—\$1,850,000. (Council Sponsor: Council President Beggs) **Approve OPR 2021-0502**
- Luis Garcia**

10. Consultant Agreement with DKS Associates (Seattle, WA) for Traffic Signal Controls On-Call Services for 2023-2024 - (Non-Federal)—not to exceed \$200,000. (Various Neighborhoods) (Council Sponsor: Council Member Kinnear) **Approve OPR 2023-0350
ENG 2022097**
- Clint Harris**

11. Contract Amendment with Makers Architecture to evaluate the Center and Corridor policies in the City's Comprehensive Plan and development code regulations. (Council Sponsor: Council Member Kinnear) **Approve OPR 2021-0792**
- Colin Quinn-Hurst**

12. Contract with Compunet for Cisco Flex Subscription from April 3, 2023 through February 2, 2027 utilizing WA State Contract #05819 (NASPO AR3227) via interlocal agreement—\$96,075 annually for the next **Approve OPR 2023-0314**

three years and \$80,062.50 for the final year. Total cost \$368,287.50. (Council Sponsors: Council Members Bingle and Cathcart)

Michael Sloon

- 13. One-Year Contract Renewal with Intterra, Inc. for COVID planning software—\$67,124.38 (incl. tax). (Council Sponsors: Council President Beggs and Council Member Kinnear) Approve OPR 2020-0732

Brandon Childs

- 14. Approval to use CDBG, HOME and Sales and Use Tax Revenue (1406/1590) for Community, Housing and Human Services to fund affordable housing projects. (Council Sponsor: Council Member Stratton) Approve OPR 2023-0351

Richard Culton

- 15. Grant application to receive federal funding over a five-year period to support the City achieving and maintaining compliance with U.S. Department of Transportation federally mandated requirements, State WACs, and RCWs related to commercial driver's license requirements to drive commercial motor vehicles, as well as supporting community outreach and education related to commercial motor vehicles safety. (Council Sponsor: Council Member Wilkerson) Approve OPR 2023-0352

Amy Black

- 16. Report of the Mayor of pending: Approve & Authorize Payments
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$ _____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$ _____.
 - b. Payroll claims of previously approved obligations through _____, 2023: \$ _____.CPR 2023-0002
CPR 2023-0003

- 17. City Council Meeting Minutes: _____, 2023. Approve All CPR 2023-0013

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES
(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36371 amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Public Safety & Judicial Grants Fund

1) Increase appropriation by \$76,300.

A) Of the increased appropriation, \$76,300 is to be used for the procurement of a new restraint system.

(This action arises from the need to procure a new restraint system.) (Council Sponsors: Council Members Cathcart and Kinnear)

Jacqui MacConnell

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36372 **Relating to GFC Public Utilities and Services; amending SMC sections 13.03.0734 to Chapter 13.03 of the Spokane Municipal Code; and 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date and declaring an emergency. (Council Sponsor: Council Member Kinnear)**

Council President Beggs

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2023-0024 **Promoting the review of General Facilities Charges by the City Council and interested stakeholders, and establishing a timeline for presenting proposed changes for consideration by the City Council prior to 2024. (Council Sponsor: Council President Beggs and Council Member Kinnear)**

Council President Beggs

ORD C36370 **Related to open forum at Spokane City Council meetings; amending section 2.01.040 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Kinnear)**

Hannahlee Allers

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C36373 Establishing requirements for unallocated reserve balances within the General Fund; enacting new sections 07.14.030 and 07.14.040 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Members Cathcart and Wilkerson)
Matt Boston

SPECIAL CONSIDERATIONS

RECOMMENDATION

- | | | |
|---|-------------------------|-------------------|
| <p>S1. Consideration of Mayoral Veto of Ordinance C36366 of the City of Spokane, Washington, relating to landlord tenant regulations; adopting new sections 10.57.080, 10.57.090, 10.57.100, 10.57.110, 10.57.120, 10.57.130, and 10.57.140 to chapter 10.57; and enacting new sections 07.08.157 and 07.08.158 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs)
Council President Beggs</p> | <p>Council Decision</p> | <p>ORD C36366</p> |
|---|-------------------------|-------------------|

NO HEARINGS

Motion to Approve Advance Agenda for March 27, 2023
(per Council Rule 2.1.2)

ADJOURNMENT

The March 27, 2023, Regular Legislative Session of the City Council is adjourned to April 3, 2022.

NOTES

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

03/27/2023

<u>Date Rec'd</u>	3/15/2023
<u>Clerk's File #</u>	CPR 1993-0069
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	JESSICA KIRK 5097206262
<u>Contact E-Mail</u>	JKIRK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 APPOINTMENT TO DESIGN REVIEW BOARD - COMMUNITY ASSEMBLY LIAISON

Agenda Wording
 0520 Appointment to Design Review Board - Community Assembly Liaison Kris Hansen term: 3 year, 1/1/2023 - 12/31/2025

Summary (Background)
 0520 Appointment to Design Review Board - Community Assembly Liaison Kris Hansen, term: 3 year, 1/1/2023 - 12/31/2025

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>	KIRK, JESSICA	<u>Study Session\Other</u>	
<u>Division Director</u>		<u>Council Sponsor</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		jkirk@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	kmccollim@spokanecity.org	
<u>Additional Approvals</u>		pstriker@spokanecity.org	
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of:

02/27/2023

<u>Date Rec'd</u>	2/15/2023
<u>Clerk's File #</u>	OPR 2023-0246
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2022-0777
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	TOM WILLIAMS 7002
<u>Contact E-Mail</u>	TMWILLIAMS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1970 SREC SERVICE LEVEL AGREEMENT

Agenda Wording
 Council to adopt the Service Level Agreement proposed by Spokane Regional Emergency Communications for the dispatch of fire related emergency services.

Summary (Background)
 The City of Spokane recently contracted with Spokane Regional Emergency Communications department for the dispatch of Fire related emergency services. A standard level of services agreement was presented and has been reviewed by legal and Spokane Fire Department. City Council will need to review and affirm the contract before it can be signed by both parties.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ 150,000 month		<u>#</u> TBD
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	1/23/23 Committee Meeting
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	Council Members Cathcart and Bingle
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	Lori.Markham@srec911.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	tmwilliams@spokanecity.org	
<u>Additional Approvals</u>		bschaeffer@spokanecity.org	
<u>Purchasing</u>		lsmithson@spokanecity.org	
		kschmitt	

**SERVICE LEVEL AGREEMENT
REGARDING EMERGENCY COMMUNICATIONS SERVICES**

THIS AGREEMENT is made and entered into as of _____, 2022 by and between the Spokane Regional Emergency Communications, a Public Development Authority created pursuant to RCW 35.21.730-759 (hereinafter, "PROVIDER") and the City of Spokane, a political subdivision of the State of Washington (hereinafter, "RECIPIENT").

RECITALS

WHEREAS, chapter RCW 39.34.080 authorizes local governments to contract with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that provides services to meet the needs and development of local communities; and,

WHEREAS, the RECIPIENT desires to have certain fire dispatch emergency communications services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, PROVIDER represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise and equipment where required, to perform the services set forth in this Agreement; now, therefore,

IN CONSIDERATION of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

1.1 Provider Services. The PROVIDER shall perform, within the boundaries of the RECIPIENT, the fire dispatch emergency communications services described in Exhibit "A" attached hereto and by this reference incorporated and made part of this Agreement ("SERVICES").

1.2 Provider Availability. PROVIDER shall provide the SERVICES on a daily 24-hour basis during the term of this Agreement.

2. COMPENSATION, TIME OF PAYMENT.

2.1 Compensation. The RECIPIENT shall compensate the PROVIDER for the SERVICES according to the User Fee Formula as recommended by the Fire Service Communication Advisory Board and approved by the SREC Governing Board.

2.2 Time of Payment. RECIPIENT shall pay PROVIDER the total fixed fee set forth in Paragraph 2.1 in no more than two equal installments, the first of which shall be paid to PROVIDER no later than May 1 of each year of the Agreement and the second no later than November 1 of each year of the Agreement.

3. DURATION OF AGREEMENT AND FUTURE SUPPORT.

3.1 Term. The term of this Agreement and the performance of the parties shall commence January 1, 2023, and shall continue unless and until terminated by either party as provided in Section 7 hereof.

3.2 Future Support. The PROVIDER makes no commitment to future support and assumes no obligation for future support of the SERVICES contracted for herein beyond the term of this Agreement.

4. RELATIONSHIP OF PARTIES.

4.1 No agent, employee, servant, or representative of one party shall be deemed to be an employee, agent, servant, or representative of the other for any purpose under this Agreement. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

5. ASSIGNMENT AND SUBCONTRACTING.

5.1 Assignment. The PROVIDER shall not assign any portion of this Agreement without the written consent of the RECIPIENT, and it is further agreed that said consent must be obtained in writing by the PROVIDER not less than thirty (30) calendar days prior to the date of any proposed assignment. Consent shall not be unreasonably withheld.

5.2 Subcontracting. Any technical or professional service subcontract need not have approval by the RECIPIENT.

6. LIMITATION OF LIABILITY AND HOLD HARMLESS.

6.1 The PROVIDER shall protect, defend, indemnify, and hold harmless the RECIPIENT, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The PROVIDER will not be required to indemnify, defend, or save harmless the RECIPIENT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the RECIPIENT. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

6.2 The RECIPIENT agrees to protect, defend, indemnify, and hold harmless the PROVIDER its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The RECIPIENT will not be required to indemnify, defend, or save harmless the PROVIDER if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused

by the sole negligence of the PROVIDER. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

- 6.3 The PROVIDER and RECIPIENT agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any PROVIDER or RECIPIENT employees or agents while performing work authorized under this Agreement. For this purpose, the PROVIDER and RECIPIENT, by mutual negotiation, hereby waive any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 6.4 These indemnifications and waiver shall survive the termination of this Agreement.
- 6.5 No officer or employee of the RECIPIENT or the PROVIDER shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

7. TERMINATION OF AGREEMENT AND CLOSE OUT.

- 7.1 Termination. Either party reserves the right to terminate this Agreement in whole or in part at any time, with or without cause, by giving at least six (6) months' notice to the other party in writing, specifying the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the PROVIDER. After this effective date, no charges incurred under any terminated portions are allowable.
- 7.2 Close-Out. In the event that this Agreement is terminated in whole or in part for any reasons, the following provisions shall apply:
 - 7.2.1 Upon written request by the PROVIDER, the RECIPIENT shall make or arrange for payment to the PROVIDER for SERVICES not covered by previous payments.
 - 7.2.2 The PROVIDER shall immediately refund to the RECIPIENT any monies paid in advance for SERVICES not performed.

8. NOTICE. Whenever in this Agreement it is provided that written notice is given by one party to the other party, said notice shall be addressed as follows:

<u>PROVIDER</u>	<u>RECIPIENT</u>
Spokane Regional Emergency Communications Attn: Executive Director 1620 N. Rebecca Street Spokane, WA 99217 Phone: (509) 532-8911 Email: Lori.Markham@srec911.org	Fire Service Agency Spokane Fire Department Attn: Brian Schaeffer 44 West Riverside Ave Spokane, WA 99201 509-625-7000 bschaeffer@spokanefire.org

Delivery of said notice shall be effective in any one of the following ways:

- (1) By personal delivery to and an acknowledgement of receipt thereof signed by the receiving party.
- (2) By affidavit or personal service thereof on the receiving party.
- (3) By depositing the notice in the United States Mail, in an envelope properly addressed to the address indicated above or to the last address of the recipient known to the party giving notice, with postage fully prepaid thereon.

In the event said notice is mailed, it shall be deemed delivered three (3) working days following the posting thereof.

9. JURISDICTION.

9.1 Applicable Law. This Agreement has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

9.2 Venue. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Spokane County, Washington.

10. SEVERABILITY.

10.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10.2 If it should appear that any provision hereof is in conflict with any statute of the state of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

11. ENTIRE AGREEMENT.

The parties agree that this Agreement, including Exhibit "A," is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

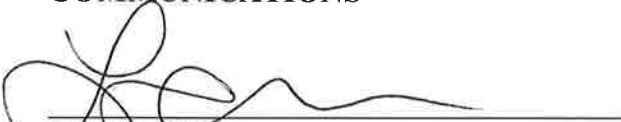
13. AUDIT / RECORDS. PROVIDER shall provide the RECIPIENT's City Administrator or designee performance statistics regarding call time, transfer to dispatch, dispatch of units for SERVICES provided to the RECIPIENT in the same substance and format as provided to any member of the PROVIDER'S Governing Board. Further, upon reasonable request by the RECIPIENT's City Attorney, PROVIDER shall provide, within thirty (30) days or longer time if reasonably necessary to respond to such request, audio recordings of calls and dispatch transmissions for SERVICES provided to the RECIPIENT.

PROVIDER:

RECIPIENT:

**SPOKANE REGIONAL EMERGENCY
COMMUNICATIONS**

CITY OF SPOKANE


By: Lori Markham, Executive Director


By:

EXHIBIT "A"

Description of Services

SERVICES by PROVIDER for RECIPIENT shall be defined as:

- (1) 911 Emergency Call Taking;
- (2) Fire/EMS Dispatching; and
- (3) Radio Network devices and system support.

DEFINITIONS

"CAD" means Computer Aided Dispatch

"CFS" means Call for Service

"EMS" means Emergency Medical Service(s)

"Incident" means when a CFS is assigned a responding unit within CAD

"PSAP" means Public Service Answering Point

SERVICES

1. 911 Emergency Call Taking

Operate as the Primary PSAP for Spokane County.

Support for the fire service during large scale events (i.e., significant brush fires, ice and snow storms, etc.)

2. Fire Dispatching (created from Baseline Level of Service Documentation and the current CCC ILA)

Perform call taking for 911 call transfers for fire, medical, rescue, and hazmat calls to include:

- Location History – add to the call narrative for the Incident address.
- Medical questioning using the approved EMD program (Medical Priority Dispatch), post-dispatch instructions (PDI's), and pre-arrival instructions (PAI's) which includes CPR instruction, Aspirin and Narcan administration, childbirth, etc. The majority of PAI's require the Dispatcher to remain on the phone until EMS units arrive on scene.
- Meet NFPA standard of receiving and dispatching priority calls (calls that require advanced life support, confirmed fires, etc.) in 64 seconds or less 90% of the time and non-priority (Basic Life Support, non-emergent calls, etc.) 106 seconds or less 90% of the time.
 - Structure Fire calls.
 - Brush Fire calls.

- Hazmat calls.
 - Rescue calls (Tech, Water, and Extrication).
 - Motor vehicle accidents.
 - MCI (Mass Casualty Incidents) and RTF (Rescue Task Force) incidents.
- For the duration of the incident add **updates via CAD, Radio, and notification and further information** related to the call.

Dispatchers will utilize calm de-escalation techniques with those in crisis and utilize superior problem solving, priority of life decision making and tactical expertise in giving direction to callers on the phone.

Dispatchers will work in tandem with field units in proper communication and message, in order to achieve appropriate objectives in the best interest of the priority of life and property.

Dispatchers will send the appropriate amount of units needed based on information in the call and pre-determined incident plans from the CAD system. If the incident information describes the need for specialized equipment or specialized units, dispatch will send the appropriate personnel. They must have knowledge of all units and their capabilities:

Dispatchers must have a working knowledge of county wide response capability and coverage.

Dispatchers must have a strong working knowledge of regional geography.

If the incident requires the need for **other services**, Dispatchers will contact and request the appropriate agencies including, but not limited to other Law Agencies, Transport Agencies, Mental Health, Street Department, Alarm Companies, Water and Parks Department, Department of Ecology, Chaplain services, FAA, Fairchild Airforce Base, State Fire Marshall, WSP, SCSO Air 1, SCSO Dive Team, DEM, STA, School Districts, Utility Providers, Train (BNSF) and company as noted by procedure.

For Radio assignment and traffic Dispatchers will:

- Check all apparatus in the City of Spokane Fire Department, Spokane Valley Fire Department, and North and South County Districts. If a unit is out of service without explanation, the dispatcher will contact the appropriate district or jurisdiction to determine status.
- Assign the appropriate Talkgroup or Channel based on incident type.
- Provide radio medical and situation reports on all incidents.
- Give all updates on calls, including resource response, ten minute timers, etc.
- Have a working knowledge of Blue Card terminology and use based on county wide protocol.

- Answer alarm lines, triage calls, and send response as appropriate.
- Document any pertinent incident information in CAD.
- Fill requests from on scene command (i.e., board up request, responsible parties, alarm companies, STA, SCRAPS, Streets Department, LE, Utility Co. etc.).
- Communicate with AMR when changes occur and update fire response.
- Make appropriate apparatus changes to include response capability, changing technology when moving to a spare apparatus, swapping, and coverage or quarters changes.
- Send requested notifications.
- Send the daily 10:00 IMT notification.
- Hospital notifications for trauma or MCI situations.
- Assist primary call receiver by answering secondary and overflow 911 calls.
- Answer all business phone lines and fill requests.
- Answer and dispatch all calls from LE Dispatch.
- Answer and dispatch all calls from AMR.
- Conduct appropriate announcements via paging system.
- Relay caution note and pertinent premise information to responders.
- Record and update local information (i.e., hydrants out of service, on call investigators, street closures, alarm systems out of service, etc.) and notify appropriate response jurisdiction.
- Interface with adjoining counties for automatic and mutual aid response.

If a Fire Units self-initiated activity creates the need for specialized equipment or specialized units, dispatch will notify and attempt to send the appropriate personnel and apparatus. They must have knowledge of these units and their capabilities as outlined above for citizen initiated (911) calls for service. Dispatch will notify command if unable to fill request.

Dispatchers are expected to be technologically sound in all facets of our Computer Aided Dispatch System.

Dispatchers contribute and coordinate the Comprehensive Emergency Management Plan.

Dispatcher must have proficiency in external software, data bases, including, but not limited to: County Assessor Site, Hiplink – Paging system, Alert Spokane (CodeRED), ACCELA.

When Staffing allows, Dispatchers will provide radio communication for drills and training in the field.

For Fire Supervision, Supervisors will:

- Be responsible for monitoring and assisting shift staff.
- Covers breaks for FCS, assist with phone calls and radio traffic as needed.
- Create and input locations into CAD.
- Provide quality oversight to include QA/QI of at least 7 EMS incidents a shift utilizing the Priority Dispatch Aqua System. They will provide feedback and assistance to the responsible Dispatcher with each review.
- Receive and process requests from the state fire marshal for state mobilizations.
- Fill the request for mobilizations by notifying the various fire districts and departments within the counties supported by Northeast Region.
- Coordinate with NEWICC dispatch to meet needs and fill resources for any Department of Natural Resources (DNR), Bureau of Land Management, Forest Service or special agency needs.
- Interact with the public regarding questions and concerns.
- Perform CAD maintenance as requested by Admin staff or Fire agencies served by the CCC.
- Provide public records requests and routine data inquiries for fire investigators, chiefs, and responders based on request for all fire agencies to include researching calls and providing detailed information on what occurred at time of call both on the phone and through CAD.
- Manage Fire Resources County wide during large events, working with administration and the Fire Area Coordinator.
- Oversee County Resource Deployment Coverage and move-up resources on a daily basis.
- Maintain necessary call back lists and call back of personnel.

- Have an intimate knowledge of the Spokane County Fire Resource Plan (SCFRP), Northeast Region, and Washington State mobilization Plans in order to be able to execute required response procedures.
- Conduct appropriate announcements via paging system.
- Monitor weather conditions and make notifications when necessary.
- Research and provide monthly statistics for all Fire Agencies.
- Coordinate with Disaster Medical Control Center (DMCC) for the tracking and transportation of patients to the appropriate facility and method during a Mass Casualty Incidents.
- Maintain the “big operational picture” for the shift to ensure resources available match the need for the safety of the responders and public.

Staffing:

Dispatchers ensure that all four main Fire Channels and Operational Talkgroups are monitored 24/7. A minimum of two Fire Dispatchers will be on the floor at all times. When staffing allows, all training and supplemental Talkgroups will be monitored.

Training/Hiring:

Dispatchers create and maintain current training documents for incoming trainees and adhere to a strict training program. Training Officers instruct and observe trainees in each phase of progression. Training phases are set up to cover all of the above tasks and requirements to become a dispatcher.

The Fire Service Communication Advisory Board (RECIPIENT):

the RECIPIENT shall provide oversight, review and direction to PROVIDER on the policies and operations of PROVIDER in regards to fire and EMS calls. PROVIDER recognizes the authority of the RECIPIENT.

Each Fire Operations Group Member (“Member”) shall have one (1) vote.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the RECIPIENT.

Authority, Duties and Responsibilities of RECIPIENT:

The authority, duties and responsibilities of the RECIPIENT shall be as follows:

- (a) Review the level of service provided by PROVIDER and assure that it complies.
- (b) Assure that established performance criteria are being met.

- (c) By an affirmative vote by a *two-thirds majority* of the RECIPIENT, it may, subject to the concurrence of the PROVIDER Board.
 - (1) Establish or modify performance criteria to measure the type and level of service, or;
 - (2) Alter or amend the type and level of service.
- (d) Ensure that staffing levels outlined in this Agreement are met by PROVIDER.
- (e) Review staffing levels to determine if staffing needs are appropriate.
- (f) Evaluate appeals of complaints or damages forwarded to them as provided by this Agreement or by the policies and procedures adopted by the RECIPIENT
- (g) Establish procedures for meetings, including the meeting agenda.
- (h) Provide guidance for a backup communications center to PROVIDER.
- (i) In cooperation/ coordination with the Radio shop, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system as a whole.

RECIPIENT may:

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the PROVIDER Board.
- (b) Create an operations committee or other working committees. All committees created by the RECIPIENT shall be subordinate to, and subject to the direction of the RECIPIENT.
- (c) Request staff assistance from PROVIDER.

The Fire Service Communications Advisory Board Members:

RECIPIENT will be comprised of a representative of each of the 15 fire agencies.

A quorum is comprised of at least eight (8) members to always include:

One (1) representative of each of the four (4) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) additional votes from any of the remaining eleven (11) agencies. The four (4) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the four (4) Members with the greatest average emergency incident volume will

be made by December 1 of each third (3rd) year so that representatives can be named for the next three (3) year term.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the RECIPIENT shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of RECIPIENT shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the RECIPIENT, the make-up of the RECIPIENT may be modified.

RECIPIENT Meetings:

RECIPIENT shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the RECIPIENT will set the agenda for each meeting, provided that the PROVIDER Executive Director/Deputy Director may place any item on the agenda. Items may be placed on the agenda by any Member in accordance with adopted meeting procedures.

RECIPIENT shall meet regularly and will determine its own meeting schedule. The RECIPIENT may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

Contracting Agency Responsibilities:

Member shall provide to PROVIDER, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.

- (c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.
- (d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the Fire Service Communications Advisory Board, and be subject to remedies prescribed by the Fire Service Communications Advisory Board for breach of policy or procedure.

Cooperative Development Requirements:

All Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the RECIPIENT:

- (a) Public Safety GIS data base; and
- (b) Radio System Plan Member.

Systems or plans accepted and adopted by the RECIPIENT shall be subject to the acceptance of all Members, and shall be presented to them by the RECIPIENT for that action.

3. Radio Network devices and system support:

PROVIDER agrees to:

- Provide, manage, and support 24/7 emergency communications systems for first responders.
- Operate, maintain and upgrade communications tower sites.
- Maintain buildings, towers and antenna, radio equipment, microwave backhaul equipment, battery systems, generators, security equipment, and grounds for all facilities and systems.
- Provide, maintain, program, repair, and replace communications radios (portables and mobiles) for law enforcement and fire agencies. Approximately 4200 subscriber units in total.
- Operate, maintain and upgrade Microwave backhaul systems.
- Provide infrastructure backhaul for City of Spokane, Washington State Patrol (WSP), Kootenai County, and Stevens County emergency communications equipment.
- Provide backhaul of 911 phone circuits to the City of Cheney.

- Provide, maintain and upgrade the County Wide Paging System utilized by Spokane and Kootenai counties. This system is utilized as the primary and initial means of incident notification for all fire agencies responders.
- Provide and maintain Fire Station Alerting (FSA) system via the Motorola system to include basic trouble shooting analysis. Fire agencies are responsible for the installation and maintenance of FSA systems.
- Provide, maintain, and upgrade the radio and telephone recording system utilized by fire dispatch, law dispatch, and 911.
- Maintain communications systems, frequencies, licensing, and radio equipment in accordance with federal law under the Federal Communications Commission 47 C.F.R. Part 90.
- Provide, maintain and coordinate radio frequencies for all first responders within Spokane County.
- Facilitate and coordinate interoperability with multiple local, regional, state and federal agencies. This includes both law enforcement and fire. See exhibit A.
- Provide and maintain multi-band wide area radio systems for local, state, and national interoperability as directed by the Department of Homeland Security.
- Provide and maintain equipment for interoperability with the Department of Defense for disasters and national security.
- Operate Maintain and Upgrade 4.9GHz wireless system for city / county network backhaul.
- Provide microwave transport of Spokane City / Spokane County network to outlying Scope stations, fairgrounds, Spokane Parks, waste transfer stations, SCRAPS and Spokane County Fire District 9 fire stations.
- Provide communications equipment and support (including a technician for deployment as needed) for Department of Emergency Management Region 9. Includes Mobile Command Vehicle (MCV) and other vehicles deployed in the region.
- Provide, maintain, program, and repair dispatch consoles for the City of Spokane, Spokane County, City of Cheney, Spokane International Airport, City / County Jail, and Geiger Corrections.
- Provide, maintain, and repair regional law enforcement aircraft communications operated by the Spokane Sheriff Department. Coordinate multi-state communications.

- Provide equipment, maintain, repair, and support regional Emergency Alert System (EAS).
- Represent the region for the Federal Communications Commission National Public Safety Planning Advisory Committee (NPSPAC) Region 43.
- Provide and maintain emergency cache radios utilized for local and regional large incidents, emergencies, and planned events. This includes incidents such as large fires, ice storms, and windstorms, any other large scale natural disasters, Bloomsday, and HoopFest.
- Provide interoperability options to private agencies such as American Medical Response, hospitals, Gonzaga campus, power companies, etc.
- Provide and support communications for large events such as Bloomsday, Hoopfest, etc.
- Support the region with emergency mountain top communications equipment or staff in the event of a major communications failure.
- Coordinate with regional agencies to provide emergency communications in the event of radio system failure. This is reciprocal cooperation.
- Provide radio system and dispatch statistics.
- Adjust system and subscriber settings to maximize radio system capacity and efficiency.
- Monitor and advise on new technologies, equipment, and regulations (FirstNet, IP based radio, etc.).
- Provide guidance and technical service for interfaces to the radio system. This includes items such as CAD, Locution FSA, Geolocation, etc.
- Establish and provide for a backup communications center to PROVIDER primary center.



Agenda Sheet for City Council Meeting of:

03/13/2023

<u>Date Rec'd</u>	2/28/2023
<u>Clerk's File #</u>	OPR 2023-0301
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2019148
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 24675
<u>Agenda Item Name</u>	0370 – LOW BID AWARD – COCHRAN CONTROL VAULT (2019148) – DW EXCAVATING		

Agenda Wording

Low Bid of DW Excavating, Inc. of Davenport, WA for the Cochran Basin Stormwater Control Vault in the amount of \$7,041,820.00. An administrative reserve of \$704,182.00, which is 10% of the contract price, will be set aside.(Audubon/Downriver Council

Summary (Background)

On February 27, 2023 bids were opened for the above project. The low bid was from DW Excavating, Inc. in the amount of \$7,041,820.00, which is \$78,735.00 or 1.13% over the Engineer's Estimate; two other bids were received as follows: Halme Construction, Inc. - \$7,770,469.00 and Apollo, Inc. - \$8,051,770.05

Lease? NO	Grant related? YES	Public Works? YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 7,041,820.00		# 4250-98817-94310-56501-14454
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BULLER, DAN	<u>Study Session\Other</u>	PIES 11/28/22
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u>	Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	eraea@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		kgoodman@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	kgoodman@spokanecity.org	
<u>ACCOUNTING - GRANTS</u>	MURRAY, MICHELLE	jgraff@spokanecity.org	
		pyoung@spokanecity.org	
		lars@dwexcavating.net	

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 May 2022 PIES meeting which covered the same series of projects. • 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, continued in 2022 and will wrap up in 2023. Those projects are described as follows: <ul style="list-style-type: none"> ○ Stormwater will be diverted from the river to three large treatment swales. The largest of the proposed will be at the disc golf course west of Downriver Golf Course. Following swale construction (which began this fall), the disc golf course will be restored and upgraded. ○ A second treatment swale area will be 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. Work on this swale also began this fall. ○ 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 early this winter. ○ Water from the TJ Meenach pump station will be piped to the proposed swales at the disc golf course through a 30" diameter pipe in Cleveland Ave (project was finished this fall) and across Downriver Golf Course (project completed in 2021) and also to the proposed swales at the northwest end of the TJ Meenach Bridge through a new pipe in TJ Meenach Dr. (scheduled for 2023). ○ 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. This project has already been bid and will start construction early in the 2023 construction season.

	<ul style="list-style-type: none"> ○ The connection of that secondary siphon to the existing 60” sewer main will be constructed in a separate project to be bid early this winter and be constructed in summer 2023. • Impacts vary by project. <ul style="list-style-type: none"> • The treatment swale construction at the disc golf will impact traffic minimally but will result closure of the course for the duration of construction. • The treatment swale construction at the northwest 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 area is will be mostly outside the limits of TJ Meenach Dr. That portion that is within TJ Meenach will largely coincide with TJ Meenach street construction. • 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. The project timing indicated on the attached exhibit is designed to satisfy the required deadlines.</p>
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Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
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Fiscal Impact:
Total Cost:
Approved in current year budget? X Yes No N/A

Funding Source X One-time Recurring
Specify funding source: project funds (generally street or utility funds)

Expense Occurrence X One-time 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.

Cochran Stormwater Basin Projects

Disc golf swale project (fall, winter 2022, spring 2023)

Stormwater pipe (2021)

Stormwater pipe (2022)

Stormwater pump station & north part of TJ Meenach (spring, summer, fall 2023)

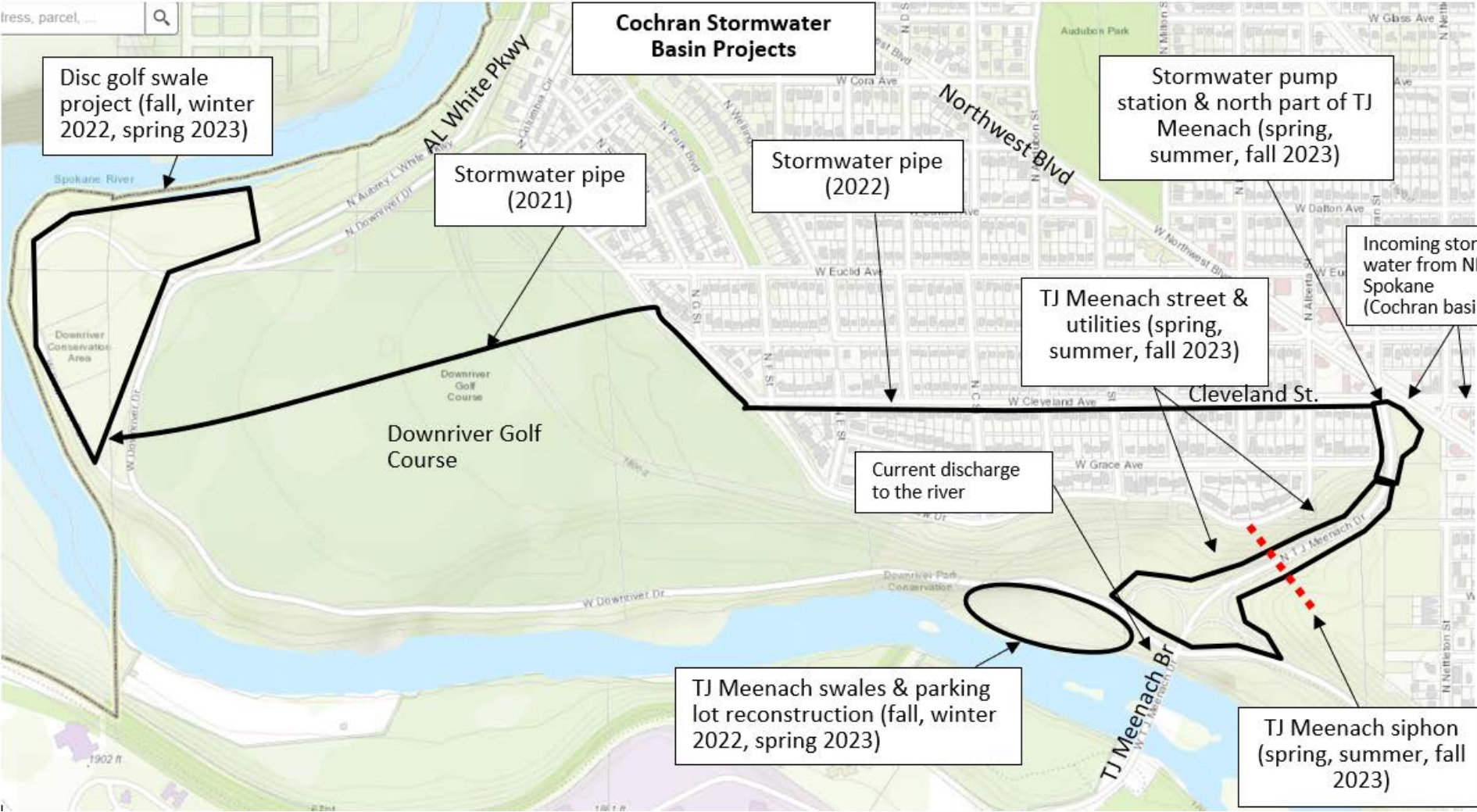
Incoming storm water from NE Spokane (Cochran basin)

TJ Meenach street & utilities (spring, summer, fall 2023)

Current discharge to the river

TJ Meenach swales & parking lot reconstruction (fall, winter 2022, spring 2023)

TJ Meenach siphon (spring, summer, fall 2023)





City of Spokane
PUBLIC WORKS CONTRACT
Title: **COCHRAN BASIN STORMWATER CONTROL VAULT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DW EXCAVATING, INC.**, whose address is 215 Park Street, Davenport, Washington 99122 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 **COCHRAN BASIN STORMWATER CONTROL VAULT.**
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 Schedule 1 for the actual quantities furnished for each bid item.

7. TAXES. Bid items in Schedule 1 will 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. 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. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under

the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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. 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 to 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. 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.

DW EXCAVATING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule 1

23-042

PAYMENT BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN MILLION FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 DOLLARS (\$7,041,820.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **COCHRAN BASIN STORMWATER CONTROL VAULT**. 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 _____.

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN MILLION FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 DOLLARS (\$7,041,820.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **COCHRAN BASIN STORMWATER CONTROL VAULT**. 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 _____

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

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	\$ 900.00	\$ 900.00
2	RECORD DRAWINGS	1.00 LS	\$ 10,000.00	\$ 10,000.00
3	APPRENTICE UTILIZATION	1.00 LS	\$ 34,000.00	\$ 34,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
5	SPCC PLAN	1.00 LS	\$ 650.00	\$ 650.00
6	POTHOLING	10.00 EA	\$ 550.00	\$ 5,500.00
7	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 3,700.00	\$ 3,700.00
8	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 700.00	\$ 700.00
9	MOBILIZATION	1.00 LS	\$ 447,000.00	\$ 447,000.00
10	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 27,000.00	\$ 27,000.00
11	SEQUENTIAL ARROW SIGNS	2,000.00 HR	\$ 6.00	\$ 12,000.00
12	SPECIAL SIGNS	328.00 SF	\$ 13.50	\$ 4,428.00

13	TYPE III BARRICADE	20.00 EA	\$	165.00	\$	3,300.00
14	CLEARING AND GRUBBING	3,680.00 SY	\$	5.00	\$	18,400.00
15	TREE ROOT TREATMENT	2.00 EA	\$	850.00	\$	1,700.00
16	TREE PROTECTION ZONE	28.00 EA	\$	300.00	\$	8,400.00
17	REMOVE TREE, CLASS I	7.00 EA	\$	625.00	\$	4,375.00
18	REMOVE TREE, CLASS II	8.00 EA	\$	1,500.00	\$	12,000.00
19	REMOVE TREE, CLASS III	3.00 EA	\$	3,500.00	\$	10,500.00
20	REMOVE TREE, CLASS IV	2.00 EA	\$	5,000.00	\$	10,000.00
21	TREE PRUNING	16.00 EA	\$	1,950.00	\$	31,200.00
22	REMOVAL OF STRUCTURE AND OBSTRUCTION	20,000.00 FA	\$	1.00	\$	20,000.00
23	REMOVE EXISTING CURB	306.00 LF	\$	10.50	\$	3,213.00
24	REMOVE EXISTING CURB AND GUTTER	135.00 LF	\$	13.00	\$	1,755.00
25	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	127.00 SY	\$	45.00	\$	5,715.00
26	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	30.00 LF	\$	79.00	\$	2,370.00
27	SAWCUTTING CURB	17.00 EA	\$	28.00	\$	476.00
28	SAWCUTTING RIGID PAVEMENT	3,830.00 LFI	\$	1.00	\$	3,830.00

29	SAWCUTTING FLEXIBLE PAVEMENT	1,420.00 LFI	\$	0.50	\$	710.00
30	ROADWAY EXCAVATION INCL. HAUL	790.00 CY	\$	35.00	\$	27,650.00
31	REMOVE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	35.00	\$	3,500.00
32	REPLACE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	33.00	\$	3,300.00
33	GRANULAR BORROW INCL. HAUL	2,332.00 CY	\$	78.00	\$	181,896.00
34	PRE & POST CONSTRUCTION CONDITION SURVEY - COCHRAN PIT	1.00 LS	\$	2,000.00	\$	2,000.00
35	GRADING AND SHAPING - TJ MEENACH PARK	1.00 LS	\$	14,000.00	\$	14,000.00
36	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	900.00 CY	\$	40.00	\$	36,000.00
37	MATERIAL HAUL TO GRAHAM ROAD LANDFILL	4,549.00 TON	\$	28.00	\$	127,372.00
38	SPECIAL/INDUSTRIAL WASTE	450.00 TON	\$	28.00	\$	12,600.00
39	HAZARDOUS MATERIAL	50.00 TON	\$	70.00	\$	3,500.00
40	HEALTH AND SAFETY PLAN	1.00 LS	\$	4,600.00	\$	4,600.00
41	PREPARATION OF UNTREATED ROADWAY	2,575.00 SY	\$	6.00	\$	15,450.00
42	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - FLOW CONTROL VAULT	1,100.00 CY	\$	18.00	\$	19,800.00
43	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - PUMP VAULTS	4,800.00 CY	\$	11.00	\$	52,800.00

44	EXTRA EXCAVATION CLASS A INCL. HAUL	500.00 CY	\$	15.00	\$	7,500.00
45	SHORING - FLOW CONTROL VAULT	1.00 LS	\$	137,000.00	\$	137,000.00
46	SHORING - PUMP & VALVE VAULT	1.00 LS	\$	382,000.00	\$	382,000.00
47	SHORING - COCHRAN 48" CONSTRICTION BYPASS PIPE	1.00 LS	\$	92,000.00	\$	92,000.00
48	FLEXIBLE POROUS PAVEMENT	120.00 SY	\$	58.00	\$	6,960.00
49	CRUSHED SURFACING TOP COURSE	140.00 CY	\$	60.00	\$	8,400.00
50	CRUSHED SURFACING BASE COURSE	230.00 CY	\$	60.00	\$	13,800.00
51	CSTC FOR SIDEWALK AND DRIVEWAYS	10.00 CY	\$	250.00	\$	2,500.00
52	REMOVE AND REPLACE CEMENT CONCRETE PANEL	181.00 SY	\$	300.00	\$	54,300.00
53	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	1,225.00 SY	\$	24.00	\$	29,400.00
54	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1,350.00 SY	\$	43.00	\$	58,050.00
55	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
56	COMPACTION PRICE ADJUSTMENT	1.00 EST	\$	4,840.00	\$	4,840.00
57	CONCRETE STRUCTURE - COCHRAN PIT MODIFICATION	1.00 LS	\$	86,500.00	\$	86,500.00
58	CONCRETE STRUCTURE - FLOW CONTROL VAULT	1.00 LS	\$	392,000.00	\$	392,000.00
59	CONCRETE STRUCTURE - PUMP AND VALVE VAULT	1.00 LS	\$	1,050,000.00	\$	1,050,000.00

60	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	10.00 LF	\$	132.00	\$	1,320.00
61	STORM SEWER PIPE 24 IN. DIA. (CITY FURNISH PIPE)	75.00 LF	\$	87.00	\$	6,525.00
62	STORM SEWER PIPE 36 IN. DIA. (CITY FURNISH PIPE)	110.00 LF	\$	86.00	\$	9,460.00
63	STORM SEWER PIPE 48 IN. DIA. (CITY FURNISH PIPE)	110.00 LF	\$	135.00	\$	14,850.00
64	STORM SEWER PIPE - HDPE FORCE MAIN 30 IN. DIA. (CITY FURNISH PIPE)	200.00 LF	\$	193.00	\$	38,600.00
65	STORM SEWER PIPE 12 IN. DIA.	55.00 LF	\$	128.00	\$	7,040.00
66	STORM SEWER FORCE MAIN HDPE PIPE, 30 IN. DIA.	30.00 LF	\$	1,200.00	\$	36,000.00
67	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 3 IN. DIA.	5.00 LF	\$	2,200.00	\$	11,000.00
68	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 6 IN. DIA.	20.00 LF	\$	500.00	\$	10,000.00
69	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 16 IN. DIA.	60.00 LF	\$	300.00	\$	18,000.00
70	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 30 IN. DIA.	30.00 LF	\$	2,500.00	\$	75,000.00
71	STORM SEWER PUMP STATION PIPING, VALVES AND FITTINGS	1.00 LS	\$	671,400.00	\$	671,400.00
72	MANHOLE - 72 IN.	1.00 EA	\$	13,000.00	\$	13,000.00
73	MANHOLE - 72 IN. SHALLOW	1.00 EA	\$	43,400.00	\$	43,400.00
74	CATCH BASIN TYPE 3	1.00 EA	\$	4,500.00	\$	4,500.00

75	MH OR DW FRAME AND COVER (LOCKABLE)	2.00 EA	\$	1,800.00	\$	3,600.00
76	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	950.00	\$	950.00
77	CONNECT 12 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1.00 EA	\$	900.00	\$	900.00
78	CONNECT 24 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	1,800.00	\$	1,800.00
79	CONNECT 48 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	1,800.00	\$	1,800.00
80	CONNECT 48 IN. DIA. PIPE TO EXISTING STRUCTURE	1.00 EA	\$	3,600.00	\$	3,600.00
81	CONNECT 30 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1.00 EA	\$	3,600.00	\$	3,600.00
82	STORMWATER BYPASS - COCHRAN PIT	1.00 LS	\$	137,000.00	\$	137,000.00
83	CLEANING EXISTING DRAINAGE STRUCTURE	1.00 EA	\$	800.00	\$	800.00
84	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	62.00	\$	3,100.00
85	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	73.00	\$	3,650.00
86	TRENCH SAFETY SYSTEM	1.00 LS	\$	87,500.00	\$	87,500.00
87	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	52,000.00	\$	52,000.00
88	FLOW CONTROL DEVICES AND REGULATORS	1.00 LS	\$	505,000.00	\$	505,000.00
89	ESC LEAD	1.00 LS	\$	12,700.00	\$	12,700.00
90	INLET PROTECTION	6.00 EA	\$	99.00	\$	594.00

91	STABILIZED CONSTRUCTION ENTRANCE	140.00 SY	\$	33.00	\$	4,620.00
92	STREET CLEANING	300.00 HR	\$	175.00	\$	52,500.00
93	SILT FENCE	370.00 LF	\$	6.00	\$	2,220.00
94	EROSION/WATER POLLUTION CONTROL	1.00 LS	\$	4,500.00	\$	4,500.00
95	LANDSCAPING, TJ MEENACH PARK	1.00 LS	\$	59,000.00	\$	59,000.00
96	TOPSOIL TYPE A, 4 INCH THICK	3,800.00 SY	\$	9.00	\$	34,200.00
97	WEED SPRAYING AND CONTROL	3,800.00 SY	\$	0.35	\$	1,330.00
98	HYDROSEEDING	1,000.00 SY	\$	1.50	\$	1,500.00
99	SOD INSTALLATION	2,800.00 SY	\$	12.00	\$	33,600.00
100	2 INCH CALIPER DECIDUOUS TREE	7.00 EA	\$	750.00	\$	5,250.00
101	6 TO 8 FT. HEIGHT EVERGREEN TREE	5.00 EA	\$	780.00	\$	3,900.00
102	IRRIGATION SYSTEM, TEMPORARY	1.00 LS	\$	3,300.00	\$	3,300.00
103	IRRIGATION SYSTEM	1.00 LS	\$	52,000.00	\$	52,000.00
104	3 IN. PVC IRRIGATION SLEEVE	100.00 LF	\$	22.00	\$	2,200.00
105	CEMENT CONCRETE CURB	309.00 LF	\$	54.00	\$	16,686.00

106	CEMENT CONCRETE CURB AND GUTTER	135.00 LF	\$	70.00	\$	9,450.00
107	CEMENT CONCRETE DRIVEWAY	40.00 SY	\$	110.00	\$	4,400.00
108	CHANNELIZING DEVICES - TYPE 4	2.00 EA	\$	450.00	\$	900.00
109	TEMPORARY CONSTRUCTION FENCING WITH PRIVACY SCREEN	1,100.00 LF	\$	5.30	\$	5,830.00
110	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	5,500.00	\$	5,500.00
111	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	1,650.00	\$	1,650.00
112	CEMENT CONCRETE SIDEWALK	92.00 SY	\$	75.00	\$	6,900.00
113	RAMP DETECTABLE WARNING	8.00 SF	\$	39.00	\$	312.00
114	COMMUNICATION CONDUIT SYSTEM	1.00 LS	\$	60,000.00	\$	60,000.00
115	COMMUNICATION CABLES AND INTERFACES	1.00 LS	\$	34,000.00	\$	34,000.00
116	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	3,000.00	\$	3,000.00
117	PAVEMENT MARKING - DURABLE HEAT APPLIED	163.00 SF	\$	12.00	\$	1,956.00
118	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	89.00 LF	\$	83.00	\$	7,387.00
119	STORMWATER PUMPS AND SYSTEM	1.00 LS	\$	826,000.00	\$	826,000.00
120	PUMP STARTUP & TESTING	1.00 LS	\$	8,500.00	\$	8,500.00
121	ELECTRICAL SYSTEMS AND CONTROLS - PUMP STATION	1.00 LS	\$	360,500.00	\$	360,500.00

122	ELECTRICAL EQUIPMENT AND CONTROLS - DRGC POND	1.00 LS	\$	42,500.00	\$	42,500.00
123	PUMP SYSTEM LOGIC AND CONTROLS	1.00 EA	\$	94,000.00	\$	94,000.00
					\$	<u>7,041,820.00</u>
Summary of Bid Items			Schedule 1 Bid Total		\$	<u>7,041,820.00</u>

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

Project Number **2019148**

Project Description Cochran Basin Stormwater Control Vault

Original Date

2/27/2023 2:34:00 PM

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, 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	ADA FEATURES SURVEYING	1 LS	2,000.00	2,000.00	900.00	\$900.00	4,200.00	\$4,200.00	2,000.00	\$2,000.00
2	RECORD DRAWINGS	1 LS	10,000.00	10,000.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00
3	APPRENTICE UTILIZATION	1 LS	12,000.00	12,000.00	34,000.00	\$34,000.00	11,000.00	\$11,000.00	1,000.00	\$1,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
5	SPCC PLAN	1 LS	1,500.00	1,500.00	650.00	\$650.00	5,000.00	\$5,000.00	1,000.00	\$1,000.00
6	POTHOLING	10 EA	600.00	6,000.00	550.00	\$5,500.00	600.00	\$6,000.00	900.00	\$9,000.00
7	PUBLIC LIAISON REPRESENTATIVE	1 LS	6,000.00	6,000.00	3,700.00	\$3,700.00	15,000.00	\$15,000.00	6,000.00	\$6,000.00
8	TYPE B PROGRESS SCHEDULE	1 LS	5,000.00	5,000.00	700.00	\$700.00	8,000.00	\$8,000.00	5,000.00	\$5,000.00
9	MOBILIZATION	1 LS	455,524.00	455,524.00	447,000.00	\$447,000.00	770,000.00	\$770,000.00	787,000.00	\$787,000.00
10	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	50,000.00	50,000.00	27,000.00	\$27,000.00	36,000.00	\$36,000.00	45,000.00	\$45,000.00
11	SEQUENTIAL ARROW SIGNS	2000 HR	12.00	24,000.00	6.00	\$12,000.00	3.00	\$6,000.00	4.50	\$9,000.00
12	SPECIAL SIGNS	328 SF	30.00	9,840.00	13.50	\$4,428.00	28.00	\$9,184.00	23.00	\$7,544.00
13	TYPE III BARRICADE	20 EA	75.00	1,500.00	165.00	\$3,300.00	72.00	\$1,440.00	400.00	\$8,000.00
14	CLEARING AND GRUBBING	3680 SY	4.00	14,720.00	5.00	\$18,400.00	4.00	\$14,720.00	20.00	\$73,600.00
15	TREE ROOT TREATMENT	2 EA	800.00	1,600.00	850.00	\$1,700.00	800.00	\$1,600.00	852.00	\$1,704.00
16	TREE PROTECTION ZONE	28 EA	200.00	5,600.00	300.00	\$8,400.00	300.00	\$8,400.00	312.00	\$8,736.00
17	REMOVE TREE, CLASS I	7 EA	900.00	6,300.00	625.00	\$4,375.00	700.00	\$4,900.00	640.00	\$4,480.00
18	REMOVE TREE, CLASS II	8 EA	1,200.00	9,600.00	1,500.00	\$12,000.00	1,500.00	\$12,000.00	1,500.00	\$12,000.00
19	REMOVE TREE, CLASS III	3 EA	2,500.00	7,500.00	3,500.00	\$10,500.00	3,500.00	\$10,500.00	3,500.00	\$10,500.00
20	REMOVE TREE, CLASS IV	2 EA	5,200.00	10,400.00	5,000.00	\$10,000.00	5,000.00	\$10,000.00	5,100.00	\$10,200.00
21	TREE PRUNING	16 EA	350.00	5,600.00	1,950.00	\$31,200.00	1,800.00	\$28,800.00	1,990.00	\$31,840.00
22	REMOVAL OF STRUCTURE AND OBSTRUCTION	20000 FA	1.00	20,000.00	1.00	\$20,000.00	1.00	\$20,000.00	1.00	\$20,000.00

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

<i>Project Number: 2019148</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, 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>
23	REMOVE EXISTING CURB	306 LF	10.00	3,060.00	10.50	\$3,213.00	12.00	\$3,672.00	7.00	\$2,142.00
24	REMOVE EXISTING CURB AND GUTTER	135 LF	11.00	1,485.00	13.00	\$1,755.00	12.00	\$1,620.00	8.00	\$1,080.00
25	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	127 SY	12.00	1,524.00	45.00	\$5,715.00	20.00	\$2,540.00	14.00	\$1,778.00
26	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	30 LF	16.00	480.00	79.00	\$2,370.00	8.00	\$240.00	140.00	\$4,200.00
27	SAWCUTTING CURB	17 EA	40.00	680.00	28.00	\$476.00	29.00	\$493.00	55.00	\$935.00
28	SAWCUTTING RIGID PAVEMENT	3830 LFI	2.00	7,660.00	1.00	\$3,830.00	1.00	\$3,830.00	5.70	\$21,831.00
29	SAWCUTTING FLEXIBLE PAVEMENT	1420 LFI	1.00	1,420.00	0.50	\$710.00	0.50	\$710.00	2.25	\$3,195.00
30	ROADWAY EXCAVATION INCL. HAUL	790 CY	35.00	27,650.00	35.00	\$27,650.00	23.00	\$18,170.00	35.00	\$27,650.00
31	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	30.00	3,000.00	35.00	\$3,500.00	23.00	\$2,300.00	27.00	\$2,700.00
32	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	45.00	4,500.00	33.00	\$3,300.00	35.00	\$3,500.00	54.00	\$5,400.00
33	GRANULAR BORROW INCL. HAUL	2332 CY	26.00	60,632.00	78.00	\$181,896.00	12.00	\$27,984.00	45.90	\$107,038.80
34	PRE & POST CONSTRUCTION CONDITION SURVEY - COCHRAN PIT	1 LS	8,000.00	8,000.00	2,000.00	\$2,000.00	23,000.00	\$23,000.00	28,000.00	\$28,000.00
35	GRADING AND SHAPING - TJ MEENACH PARK	1 LS	9,000.00	9,000.00	14,000.00	\$14,000.00	4,000.00	\$4,000.00	24,000.00	\$24,000.00
36	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	900 CY	90.00	81,000.00	40.00	\$36,000.00	30.00	\$27,000.00	20.00	\$18,000.00
37	MATERIAL HAUL TO GRAHAM ROAD LANDFILL	4549 TON	60.00	272,940.00	28.00	\$127,372.00	16.00	\$72,784.00	20.00	\$90,980.00
38	SPECIAL/INDUSTRIAL WASTE	450 TON	165.00	74,250.00	28.00	\$12,600.00	15.00	\$6,750.00	88.00	\$39,600.00
39	HAZARDOUS MATERIAL	50 TON	145.00	7,250.00	70.00	\$3,500.00	190.00	\$9,500.00	480.00	\$24,000.00
40	HEALTH AND SAFETY PLAN	1 LS	12,000.00	12,000.00	4,600.00	\$4,600.00	30,000.00	\$30,000.00	5,000.00	\$5,000.00
41	PREPARATION OF UNTREATED ROADWAY	2575 SY	5.00	12,875.00	6.00	\$15,450.00	6.00	\$15,450.00	2.85	\$7,338.75
42	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - FLOW CONTROL VAULT	1100 CY	37.00	40,700.00	18.00	\$19,800.00	42.00	\$46,200.00	128.00	\$140,800.00

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

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
43	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - PUMP VAULTS	4800 CY	37.00	177,600.00	11.00	\$52,800.00	40.00	\$192,000.00	74.00	\$355,200.00
44	EXTRA EXCAVATION CLASS A INCL. HAUL	500 CY	37.00	18,500.00	15.00	\$7,500.00	43.00	\$21,500.00	38.00	\$19,000.00
45	SHORING - FLOW CONTROL VAULT	1 LS	332,000.00	332,000.00	137,000.00	\$137,000.00	500,000.00	\$500,000.00	406,000.00	\$406,000.00
46	SHORING - PUMP & VALVE VAULT	1 LS	1,117,000.00	1,117,000.00	382,000.00	\$382,000.00	455,000.00	\$455,000.00	757,000.00	\$757,000.00
47	SHORING - COCHRAN 48" CONSTRUCTION BYPASS PIPE	1 LS	25,000.00	25,000.00	92,000.00	\$92,000.00	45,000.00	\$45,000.00	92,000.00	\$92,000.00
48	FLEXIBLE POROUS PAVEMENT	120 SY	30.00	3,600.00	58.00	\$6,960.00	110.00	\$13,200.00	90.00	\$10,800.00
49	CRUSHED SURFACING TOP COURSE	140 CY	65.00	9,100.00	60.00	\$8,400.00	61.00	\$8,540.00	65.00	\$9,100.00
50	CRUSHED SURFACING BASE COURSE	230 CY	55.00	12,650.00	60.00	\$13,800.00	67.00	\$15,410.00	58.00	\$13,340.00
51	CSTC FOR SIDEWALK AND DRIVEWAYS	10 CY	210.00	2,100.00	250.00	\$2,500.00	345.00	\$3,450.00	150.00	\$1,500.00
52	REMOVE AND REPLACE CEMENT CONCRETE PANEL	181 SY	450.00	81,450.00	300.00	\$54,300.00	412.00	\$74,572.00	300.00	\$54,300.00
53	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	1225 SY	25.00	30,625.00	24.00	\$29,400.00	25.00	\$30,625.00	24.50	\$30,012.50
54	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1350 SY	50.00	67,500.00	43.00	\$58,050.00	45.00	\$60,750.00	44.00	\$59,400.00
55	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
56	COMPACTION PRICE ADJUSTMENT	1 EST	4,840.00	4,840.00	4,840.00	\$4,840.00	4,840.00	\$4,840.00	4,840.00	\$4,840.00
57	CONCRETE STRUCTURE - COCHRAN PIT MODIFICATION	1 LS	59,000.00	59,000.00	86,500.00	\$86,500.00	230,000.00	\$230,000.00	98,000.00	\$98,000.00
58	CONCRETE STRUCTURE - FLOW CONTROL VAULT	1 LS	227,000.00	227,000.00	392,000.00	\$392,000.00	700,000.00	\$700,000.00	547,000.00	\$547,000.00
59	CONCRETE STRUCTURE - PUMP AND VALVE VAULT	1 LS	1,082,000.00	1,082,000.00	1,050,000.00	\$1,050,000.00	1,325,000.00	\$1,325,000.00	1,085,500.00	\$1,085,500.00
60	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	10 LF	145.00	1,450.00	132.00	\$1,320.00	134.00	\$1,340.00	140.00	\$1,400.00
61	STORM SEWER PIPE 24 IN. DIA. (CITY FURNISH PIPE)	75 LF	110.00	8,250.00	87.00	\$6,525.00	76.00	\$5,700.00	618.00	\$46,350.00

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

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
62	STORM SEWER PIPE 36 IN. DIA. (CITY FURNISH PIPE)	110 LF	160.00	17,600.00	86.00	\$9,460.00	480.00	\$52,800.00	944.00	\$103,840.00
63	STORM SEWER PIPE 48 IN. DIA. (CITY FURNISH PIPE)	110 LF	180.00	19,800.00	135.00	\$14,850.00	170.00	\$18,700.00	950.00	\$104,500.00
64	STORM SEWER PIPE - HDPE FORCE MAIN 30 IN. DIA. (CITY FURNISH PIPE)	200 LF	120.00	24,000.00	193.00	\$38,600.00	185.00	\$37,000.00	159.00	\$31,800.00
65	STORM SEWER PIPE 12 IN. DIA.	55 LF	100.00	5,500.00	128.00	\$7,040.00	117.00	\$6,435.00	300.00	\$16,500.00
66	STORM SEWER FORCE MAIN HDPE PIPE, 30 IN. DIA.	30 LF	240.00	7,200.00	1,200.00	\$36,000.00	978.00	\$29,340.00	886.00	\$26,580.00
67	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 3 IN. DIA.	5 LF	85.00	425.00	2,200.00	\$11,000.00	1,400.00	\$7,000.00	1,548.00	\$7,740.00
68	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 6 IN. DIA.	20 LF	190.00	3,800.00	500.00	\$10,000.00	705.00	\$14,100.00	357.00	\$7,140.00
69	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 16 IN. DIA.	60 LF	210.00	12,600.00	300.00	\$18,000.00	291.00	\$17,460.00	335.00	\$20,100.00
70	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 30 IN. DIA.	30 LF	560.00	16,800.00	2,500.00	\$75,000.00	2,085.00	\$62,550.00	2,080.00	\$62,400.00
71	STORM SEWER PUMP STATION PIPING, VALVES AND FITTINGS	1 LS	144,600.00	144,600.00	671,400.00	\$671,400.00	543,000.00	\$543,000.00	375,000.00	\$375,000.00
72	MANHOLE - 72 IN.	1 EA	12,400.00	12,400.00	13,000.00	\$13,000.00	9,500.00	\$9,500.00	9,400.00	\$9,400.00
73	MANHOLE - 72 IN. SHALLOW	1 EA	9,500.00	9,500.00	43,400.00	\$43,400.00	45,000.00	\$45,000.00	39,800.00	\$39,800.00
74	CATCH BASIN TYPE 3	1 EA	5,000.00	5,000.00	4,500.00	\$4,500.00	2,800.00	\$2,800.00	3,200.00	\$3,200.00
75	MH OR DW FRAME AND COVER (LOCKABLE)	2 EA	1,800.00	3,600.00	1,800.00	\$3,600.00	1,475.00	\$2,950.00	930.00	\$1,860.00
76	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	750.00	750.00	950.00	\$950.00	582.00	\$582.00	850.00	\$850.00
77	CONNECT 12 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1 EA	900.00	900.00	900.00	\$900.00	525.00	\$525.00	3,400.00	\$3,400.00
78	CONNECT 24 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	2,000.00	2,000.00	1,800.00	\$1,800.00	4,400.00	\$4,400.00	4,100.00	\$4,100.00
79	CONNECT 48 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	4,000.00	4,000.00	1,800.00	\$1,800.00	4,400.00	\$4,400.00	5,600.00	\$5,600.00

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

<i>Project Number: 2019148</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, 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>
80	CONNECT 48 IN. DIA. PIPE TO EXISTING STRUCTURE	1 EA	7,500.00	7,500.00	3,600.00	\$3,600.00	4,400.00	\$4,400.00	11,300.00	\$11,300.00
81	CONNECT 30 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1 EA	3,200.00	3,200.00	3,600.00	\$3,600.00	4,400.00	\$4,400.00	4,200.00	\$4,200.00
82	STORMWATER BYPASS - COCHRAN PIT	1 LS	45,400.00	45,400.00	137,000.00	\$137,000.00	20,000.00	\$20,000.00	173,000.00	\$173,000.00
83	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	700.00	700.00	800.00	\$800.00	2,800.00	\$2,800.00	860.00	\$860.00
84	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	40.00	2,000.00	62.00	\$3,100.00	30.00	\$1,500.00	25.00	\$1,250.00
85	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	73.00	\$3,650.00	28.00	\$1,400.00	34.00	\$1,700.00
86	TRENCH SAFETY SYSTEM	1 LS	21,200.00	21,200.00	87,500.00	\$87,500.00	12,000.00	\$12,000.00	23,000.00	\$23,000.00
87	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	20,000.00	20,000.00	52,000.00	\$52,000.00	16,000.00	\$16,000.00	31,000.00	\$31,000.00
88	FLOW CONTROL DEVICES AND REGULATORS	1 LS	149,000.00	149,000.00	505,000.00	\$505,000.00	141,000.00	\$141,000.00	111,000.00	\$111,000.00
89	ESC LEAD	1 LS	5,000.00	5,000.00	12,700.00	\$12,700.00	600.00	\$600.00	2,300.00	\$2,300.00
90	INLET PROTECTION	6 EA	110.00	660.00	99.00	\$594.00	300.00	\$1,800.00	115.00	\$690.00
91	STABILIZED CONSTRUCTION ENTRANCE	140 SY	50.00	7,000.00	33.00	\$4,620.00	63.00	\$8,820.00	21.00	\$2,940.00
92	STREET CLEANING	300 HR	260.00	78,000.00	175.00	\$52,500.00	133.00	\$39,900.00	106.00	\$31,800.00
93	SILT FENCE	370 LF	6.00	2,220.00	6.00	\$2,220.00	5.00	\$1,850.00	5.00	\$1,850.00
94	EROSION/WATER POLLUTION CONTROL	1 LS	8,000.00	8,000.00	4,500.00	\$4,500.00	11,000.00	\$11,000.00	22,500.00	\$22,500.00
95	LANDSCAPING, TJ MEENACH PARK	1 LS	46,000.00	46,000.00	59,000.00	\$59,000.00	57,000.00	\$57,000.00	57,000.00	\$57,000.00
96	TOPSOIL TYPE A, 4 INCH THICK	3800 SY	10.00	38,000.00	9.00	\$34,200.00	9.00	\$34,200.00	8.95	\$34,010.00
97	WEED SPRAYING AND CONTROL	3800 SY	4.00	15,200.00	0.35	\$1,330.00	1.00	\$3,800.00	0.35	\$1,330.00
98	HYDROSEEDING	1000 SY	6.00	6,000.00	1.50	\$1,500.00	3.00	\$3,000.00	1.50	\$1,500.00
99	SOD INSTALLATION	2800 SY	20.00	56,000.00	12.00	\$33,600.00	12.00	\$33,600.00	12.50	\$35,000.00
100	2 INCH CALIPER DECIDUOUS TREE	7 EA	650.00	4,550.00	750.00	\$5,250.00	780.00	\$5,460.00	790.00	\$5,530.00

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

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
101	6 TO 8 FT. HEIGHT EVERGREEN TREE	5 EA	650.00	3,250.00	780.00	\$3,900.00	800.00	\$4,000.00	800.00	\$4,000.00
102	IRRIGATION SYSTEM, TEMPORARY	1 LS	4,000.00	4,000.00	3,300.00	\$3,300.00	4,000.00	\$4,000.00	3,400.00	\$3,400.00
103	IRRIGATION SYSTEM	1 LS	35,000.00	35,000.00	52,000.00	\$52,000.00	53,000.00	\$53,000.00	53,000.00	\$53,000.00
104	3 IN. PVC IRRIGATION SLEEVE	100 LF	25.00	2,500.00	22.00	\$2,200.00	29.00	\$2,900.00	7.00	\$700.00
105	CEMENT CONCRETE CURB	309 LF	35.00	10,815.00	54.00	\$16,686.00	53.00	\$16,377.00	51.00	\$15,759.00
106	CEMENT CONCRETE CURB AND GUTTER	135 LF	35.00	4,725.00	70.00	\$9,450.00	65.00	\$8,775.00	64.00	\$8,640.00
107	CEMENT CONCRETE DRIVEWAY	40 SY	90.00	3,600.00	110.00	\$4,400.00	169.00	\$6,760.00	106.00	\$4,240.00
108	CHANNELIZING DEVICES - TYPE 4	2 EA	400.00	800.00	450.00	\$900.00	465.00	\$930.00	470.00	\$940.00
109	TEMPORARY CONSTRUCTION FENCING WITH PRIVACY SCREEN	1100 LF	38.00	41,800.00	5.30	\$5,830.00	15.00	\$16,500.00	17.00	\$18,700.00
110	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	2,000.00	2,000.00	5,500.00	\$5,500.00	6,800.00	\$6,800.00	570.00	\$570.00
111	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	800.00	800.00	1,650.00	\$1,650.00	900.00	\$900.00	720.00	\$720.00
112	CEMENT CONCRETE SIDEWALK	92 SY	100.00	9,200.00	75.00	\$6,900.00	100.00	\$9,200.00	95.00	\$8,740.00
113	RAMP DETECTABLE WARNING	8 SF	35.00	280.00	39.00	\$312.00	40.00	\$320.00	40.00	\$320.00
114	COMMUNICATION CONDUIT SYSTEM	1 LS	50,000.00	50,000.00	60,000.00	\$60,000.00	61,000.00	\$61,000.00	59,500.00	\$59,500.00
115	COMMUNICATION CABLES AND INTERFACES	1 LS	8,000.00	8,000.00	34,000.00	\$34,000.00	35,000.00	\$35,000.00	33,900.00	\$33,900.00
116	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	3,000.00	\$3,000.00	3,000.00	\$3,000.00	3,200.00	\$3,200.00
117	PAVEMENT MARKING - DURABLE HEAT APPLIED	163 SF	15.00	2,445.00	12.00	\$1,956.00	12.00	\$1,956.00	12.00	\$1,956.00
118	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	89 LF	90.00	8,010.00	83.00	\$7,387.00	85.00	\$7,565.00	100.00	\$8,900.00
119	STORMWATER PUMPS AND SYSTEM	1 LS	644,800.00	644,800.00	826,000.00	\$826,000.00	756,000.00	\$756,000.00	726,000.00	\$726,000.00

City Of Spokane
Engineering Services Department
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<i>Project Number: 2019148</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, 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>
120	PUMP STARTUP & TESTING	1 LS	45,000.00	45,000.00	8,500.00	\$8,500.00	19,000.00	\$19,000.00	17,000.00	\$17,000.00
121	ELECTRICAL SYSTEMS AND CONTROLS - PUMP STATION	1 LS	627,000.00	627,000.00	360,500.00	\$360,500.00	372,000.00	\$372,000.00	359,000.00	\$359,000.00
122	ELECTRICAL EQUIPMENT AND CONTROLS - DRGC POND	1 LS	62,000.00	62,000.00	42,500.00	\$42,500.00	47,000.00	\$47,000.00	42,000.00	\$42,000.00
123	PUMP SYSTEM LOGIC AND CONTROLS	1 EA	32,000.00	32,000.00	94,000.00	\$94,000.00	95,000.00	\$95,000.00	93,000.00	\$93,000.00
Bid Total			\$6,963,085.00		\$7,041,820.00		\$7,770,469.00		\$8,051,770.05	

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

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	6,963,085.00	0.00	0.00	0.00	0.00	0.00	6,963,085.00
DW EXCAVATING INC (Submitted)	7,041,820.00	0.00	0.00	0.00	0.00	0.00	7,041,820.00
HALME CONSTRUCTION INC (Submitted)	7,770,469.00	0.00	0.00	0.00	0.00	0.00	7,770,469.00
APOLLO, INC. (Submitted)	8,051,770.05	0.00	0.00	0.00	0.00	0.00	8,051,770.05

Low Bid Contractor: DW EXCAVATING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	7,041,820.00	6,963,085.00	1.13 % Over Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<u>7,041,820.00</u>	<u>6,963,085.00</u>	<u>1.13 % Over Estimate</u>



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/14/2023
<u>Clerk's File #</u>	OPR 2023-0339
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 6391	<u>Project #</u>	2018106
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR#24741
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - MARSHALL ROAD TRANSMISSION PHASE 1 - DW EXCAVATING		

Agenda Wording

Low Bid of DW Excavating Inc. of (Davenport, WA) for the Marshall Road Transmission - Phase 1 project in the amount of \$3,001,000.00 plus tax. An administrative reserve of \$300,100.00 plus tax, which is 10% of the contract, will be set aside.

Summary (Background)

On March 13, 2023, bids were opened for the above project. The low bid was from DW Excavating, Inc., in the amount of \$3,001,000.00, which is \$37.45% under the Engineer's Estimate; 6 other bids were received as follows: N.A. Degerstrom \$3,318,033.00; Halme Construction Inc. \$3,401,712.20; Corridor Contractors \$3,766,129.08; Big Sky ID Corp. \$4,014,615.00; Inland Infrastructure LLC \$4,051,229.00; and Red Diamond Construction Inc. \$4,365,389.62. Grandview-Thorpe/Latah-Hangman Neighborhood Councils

Lease? NO	Grant related? NO	Public Works? YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 3,001,000.00	# 4250-42300-94340-56501-15771
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
Dept Head	BULLER, DAN	Study Session\Other	PIES 11/28/22
Division Director	MILLER, KATHERINE E	Council Sponsor	Kinnear
Finance	ORLOB, KIMBERLY	<u>Distribution List</u>	
Legal	BEATTIE, LAUREN	eraea@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		kgoodman@spokanecity.org	
Purchasing	WAHL, CONNIE	htrautman@spokanecity.org	
		ddaniels@spokanecity.org	
		jgraff@spokanecity.org	
		Derrek Wilson - Lars@dwexcavating.net	

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	Marshall Rd Transmission Main
Summary (Background)	<ul style="list-style-type: none"> As development occurs along the Hwy 195 corridor, the Water Department is upgrading its infrastructure to support such development. At present, a single transmission main (large diameter main) connects the city's sources of supply (wells) to the growing Hwy 195 residential corridor. This project provides a second transmission main by way of a three phase 2.5 mile 30" diameter transmission main. Phase 1 is within the mostly gravel Marshall Rd. and is planned for construction in 2023. Phase 2 crosses multiple privately owned parcels as well as the railroad and is planned for either later 2023 or 2024. Phase 3 is mostly within Cheney Spokane Rd. and is planned for construction in 2024. This project is locally funded.
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?	

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.

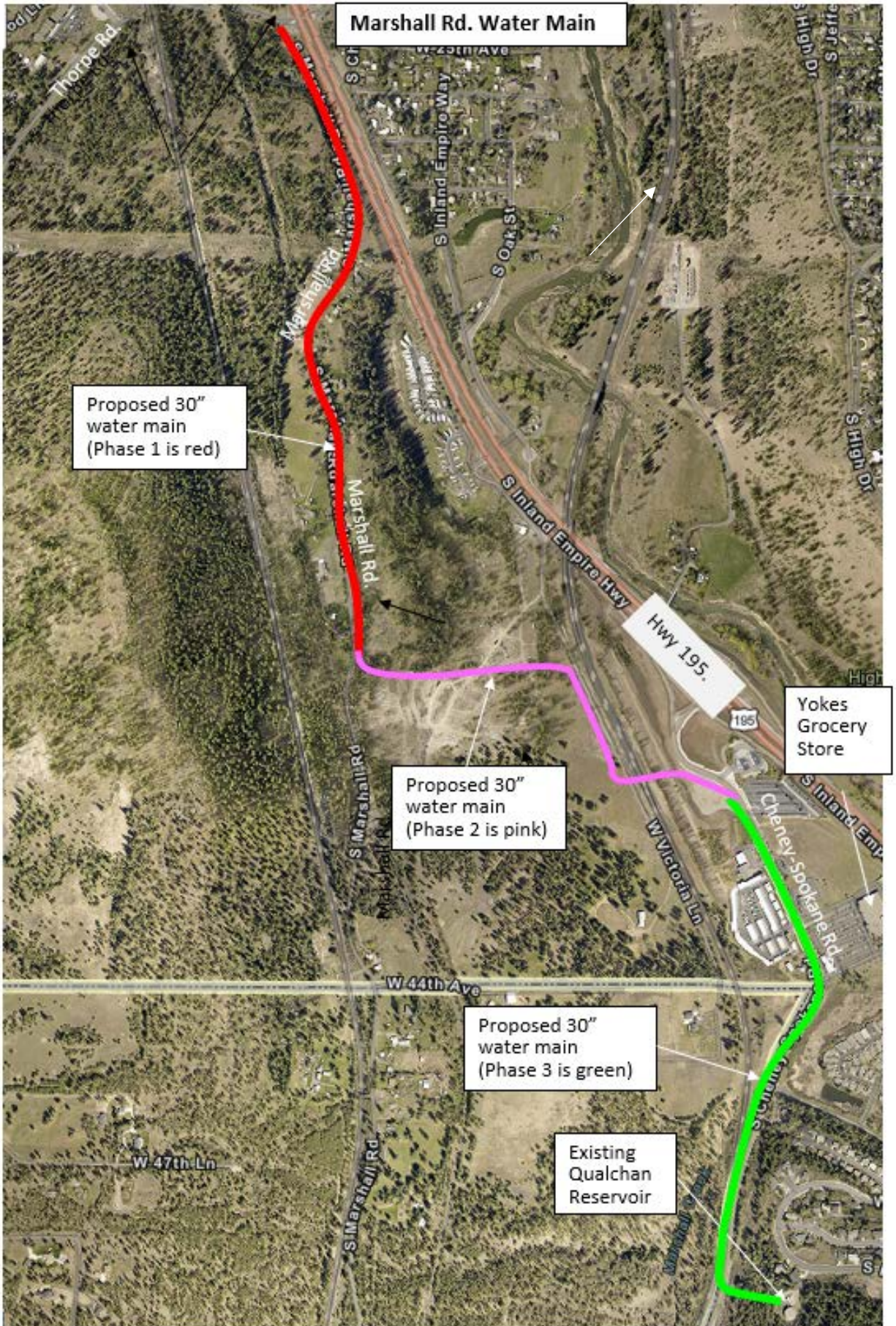
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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.

Project Location





City of Spokane
PUBLIC WORKS CONTRACT
Title: **MARSHALL ROAD
TRANSMISSION MAIN -PHASE 1**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DW EXCAVATING, INC.**, whose address is 215 Park Street, Davenport, Washington 99122 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 **MARSHALL ROAD TRANSMISSION MAIN -PHASE 1**.
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 City Engineering Services File No. 2018106 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 at a pre-tax total cost not to exceed \$3,001,000.00.

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. 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. 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 to 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. 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.

DW EXCAVATING, 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
- 23-053

PAYMENT BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE THOUSAND AND NO/100 DOLLARS (\$3,001,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **MARSHALL ROAD TRANSMISSION MAIN -PHASE 1**. 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 _____.

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE THOUSAND AND NO/100 DOLLARS (\$3,001,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MARSHALL ROAD TRANSMISSION MAIN -PHASE 1**. 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 _____

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	APPRENTICE UTILIZATION	1.00 LS	\$ 18,000.00	\$ 18,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 650.00	\$ 650.00
4	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 3,500.00	\$ 3,500.00
5	MOBILIZATION	1.00 LS	\$ 262,023.00	\$ 262,023.00
6	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 29,800.00	\$ 29,800.00
7	SPECIAL SIGNS	416.00 SF	\$ 16.00	\$ 6,656.00
8	TYPE III BARRICADE	16.00 EA	\$ 105.00	\$ 1,680.00
9	CLEARING AND GRUBBING	1.00 LS	\$ 11,000.00	\$ 11,000.00
10	TREE ROOT TREATMENT	32.00 EA	\$ 800.00	\$ 25,600.00
11	TREE PROTECTION ZONE	18.00 EA	\$ 240.00	\$ 4,320.00
12	REMOVE TREE, CLASS I	5.00 EA	\$ 700.00	\$ 3,500.00
13	REMOVE TREE, CLASS II	7.00 EA	\$ 1,600.00	\$ 11,200.00

14	REMOVE TREE, CLASS III	1.00 EA	\$	2,700.00	\$	2,700.00
15	REMOVE TREE, CLASS IV	1.00 EA	\$	6,500.00	\$	6,500.00
16	TREE PRUNING	141.00 EA	\$	200.00	\$	28,200.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	26,000.00	\$	26,000.00
18	SAWCUTTING FLEXIBLE PAVEMENT	655.00 LFI	\$	0.40	\$	262.00
19	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1.00 EA	\$	1,000.00	\$	1,000.00
20	ABANDON VALVE BOX	1.00 EA	\$	500.00	\$	500.00
21	ROADWAY EXCAVATION INCL. HAUL	1,414.00 CY	\$	45.00	\$	63,630.00
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	50.00 CY	\$	44.00	\$	2,200.00
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	50.00 CY	\$	36.00	\$	1,800.00
24	PREPARATION OF UNTREATED ROADWAY	11,586.00 SY	\$	2.40	\$	27,806.40
25	CONTROLLED DENSITY FILL	10.00 CY	\$	250.00	\$	2,500.00
26	CRUSHED SURFACING TOP COURSE	1,345.00 CY	\$	70.00	\$	94,150.00
27	CRUSHED SURFACING BASE COURSE	155.00 CY	\$	72.00	\$	11,160.00
28	CSTC FOR SIDEWALK AND DRIVEWAYS	145.00 CY	\$	110.00	\$	15,950.00
29	DUST CONTROL	7,566.00 SY	\$	1.50	\$	11,349.00

30	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	2,910.00 SY	\$	18.00	\$	52,380.00
31	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	1,110.00 SY	\$	34.00	\$	37,740.00
32	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	20.00 SY	\$	105.00	\$	2,100.00
33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
34	COMPACTION PRICE ADJUSTMENT	1.00 EST	\$	3,492.00	\$	3,492.00
35	ESC LEAD	1.00 LS	\$	0.00	\$	0.00
36	SILT FENCE	500.00 LF	\$	6.00	\$	3,000.00
37	TEMPORARY SEEDING	3,954.00 SY	\$	0.60	\$	2,372.40
38	TOPSOIL TYPE A, 2 INCH THICK	3,954.00 SY	\$	4.50	\$	17,793.00
39	HYDROSEEDING	3,954.00 SY	\$	0.80	\$	3,163.20
40	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	6,400.00	\$	6,400.00
41	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	700.00	\$	700.00
42	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	4,200.00	\$	4,200.00
43	PAVEMENT MARKING - PAINT	233.00 SF	\$	7.00	\$	1,631.00
Schedule A-1 Subtotal					\$	<u>808,608.00</u>

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
44	POTHOLING	3.00 EA	\$ 430.00	\$ 1,290.00
45	PRE & POST BLAST SURVEY AND MONITORING	1.00 LS	\$ 4,800.00	\$ 4,800.00
46	VALVE BOX AND COVER	1.00 EA	\$ 850.00	\$ 850.00
47	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	425.00 CY	\$ 160.00	\$ 68,000.00
48	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100.00 CY	\$ 44.00	\$ 4,400.00
49	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	100.00 CY	\$ 40.00	\$ 4,000.00
50	IMPORTED BACKFILL	100.00 CY	\$ 37.00	\$ 3,700.00
51	TRENCH SAFETY SYSTEM	1.00 LS	\$ 12,600.00	\$ 12,600.00
52	CUT-OFF WALL	2.00 EA	\$ 2,600.00	\$ 5,200.00
53	PLUGGING EXISTING PIPE	4.00 EA	\$ 300.00	\$ 1,200.00
54	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$ 12,600.00	\$ 12,600.00
55	DI PIPE FOR WATER MAIN 12 IN. DIA.	981.00 LF	\$ 120.00	\$ 117,720.00
56	DI PIPE FOR WATER MAIN 30 IN. DIA.	4,642.00 LF	\$ 270.00	\$ 1,253,340.00
57	INSTALL JOINT RESTRAINT ON EXISTING 30 IN. DIA. WM	20.00 EA	\$ 600.00	\$ 12,000.00

58	BLOWOFF ASSEMBLY (Y-103)	2.00 EA	\$	9,300.00	\$	18,600.00
59	DI PIPE FOR WATER MAIN 30 IN. DIA. - PHASE 2 MATERIALS ONLY	1,320.00 LF	\$	313.00	\$	413,160.00
60	DI 11.25 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4.00 EA	\$	2,700.00	\$	10,800.00
61	DI 22.5 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	8.00 EA	\$	2,600.00	\$	20,800.00
62	DI 45 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4.00 EA	\$	3,100.00	\$	12,400.00
63	DI 90 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4.00 EA	\$	3,700.00	\$	14,800.00
64	MECHANICAL JOINT RESTRAINT - 30 IN. W GASKETS AND BOLTS - PHASE 2 MATERIALS ONLY	34.00 EA	\$	1,500.00	\$	51,000.00
65	O RING TAPPING SLEEVE 30 IN. X 8 IN. - PHASE 2 MATERIALS ONLY	2.00 EA	\$	2,300.00	\$	4,600.00
66	O RING TAPPING SLEEVE 30 IN. X 4 IN. - PHASE 2 MATERIALS ONLY	2.00 EA	\$	1,500.00	\$	3,000.00
67	O RING TAPPING SLEEVE 30 IN. X 2 IN. - PHASE 2 MATERIALS ONLY	2.00 EA	\$	590.00	\$	1,180.00
68	30 INCH PLUG MJ - PHASE 2 MATERIALS ONLY	2.00 EA	\$	2,200.00	\$	4,400.00
69	DELIVERY OF PHASE 2 MATERIALS TO WATER	1.00 LS	\$	6,900.00	\$	6,900.00
70	DI PIPE FOR WATER MAIN 30 IN. DIA - PHASE 2 INSTALLATION ONLY	1,100.00 LF	\$	40.00	\$	44,000.00
71	GATE VALVE 12 IN.	4.00 EA	\$	4,500.00	\$	18,000.00
72	CHECK VALVE 12 IN.	1.00 EA	\$	4,400.00	\$	4,400.00
73	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	3.00 EA	\$	6,600.00	\$	19,800.00

74	HYDRANT ASSEMBLY	3.00 EA	\$	10,000.00	\$	30,000.00
75	TRENCH EXC. FOR WATER SERVICE TAP	459.00 LF	\$	28.00	\$	12,852.00
Schedule A-3 Subtotal					\$	<u>2,192,392.00</u>
Summary of Bid Items					Bid Total	\$ <u>3,001,000.00</u>

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

Project Number **2018106**

Project Description Marshall Road Transmission Main - Phase 1 **Original Date** 3/13/2023 3:51:00 PM

Project Number: 2018106			Engineer's Estimate		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		BIG SKY ID CORP (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		RED DIAMOND CONSTRUCTION INC (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	Unit Price	Amount	Unit Price	Amount
Tax Classification																		
Schedule 01																		
Sales tax shall be included in unit prices																		
1	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	18,000.00	\$18,000.00	1,000.00	\$1,000.00	6,000.00	\$6,000.00	25,200.00	\$25,200.00	8,105.00	\$8,105.00	10,000.00	\$10,000.00	14,000.00	\$14,000.00
2	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	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	650.00	\$650.00	1,000.00	\$1,000.00	3,000.00	\$3,000.00	5,000.00	\$5,000.00	2,707.00	\$2,707.00	5,500.00	\$5,500.00	1,300.00	\$1,300.00
4	PUBLIC LIAISON REPRESENTATIVE	1 LS	5,000.00	5,000.00	3,500.00	\$3,500.00	1,000.00	\$1,000.00	18,500.00	\$18,500.00	39,000.00	\$39,000.00	10,681.00	\$10,681.00	15,000.00	\$15,000.00	7,000.00	\$7,000.00
5	MOBILIZATION	1 LS	306,941.00	306,941.00	262,023.00	\$262,023.00	330,000.00	\$330,000.00	324,000.00	\$324,000.00	335,000.00	\$335,000.00	280,000.00	\$280,000.00	400,000.00	\$400,000.00	387,000.00	\$387,000.00
6	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	25,000.00	25,000.00	29,800.00	\$29,800.00	50,000.00	\$50,000.00	60,000.00	\$60,000.00	117,000.00	\$117,000.00	91,442.00	\$91,442.00	60,000.00	\$60,000.00	42,000.00	\$42,000.00
7	SPECIAL SIGNS	416 SF	25.00	10,400.00	16.00	\$6,656.00	35.00	\$14,560.00	20.00	\$8,320.00	50.00	\$20,800.00	20.00	\$8,320.00	20.00	\$8,320.00	20.00	\$8,320.00
8	TYPE III BARRICADE	16 EA	120.00	1,920.00	105.00	\$1,680.00	50.00	\$800.00	150.00	\$2,400.00	115.00	\$1,840.00	135.00	\$2,160.00	125.00	\$2,000.00	125.00	\$2,000.00
9	CLEARING AND GRUBBING	1 LS	20,000.00	20,000.00	11,000.00	\$11,000.00	25,000.00	\$25,000.00	19,500.00	\$19,500.00	66,500.00	\$66,500.00	24,696.00	\$24,696.00	45,000.00	\$45,000.00	26,000.00	\$26,000.00
10	TREE ROOT TREATMENT	32 EA	850.00	27,200.00	800.00	\$25,600.00	800.00	\$25,600.00	900.00	\$28,800.00	865.00	\$27,680.00	1,015.00	\$32,480.00	825.00	\$26,400.00	800.00	\$25,600.00
11	TREE PROTECTION ZONE	18 EA	350.00	6,300.00	240.00	\$4,320.00	225.00	\$4,050.00	300.00	\$5,400.00	270.00	\$4,860.00	430.00	\$7,740.00	275.00	\$4,950.00	250.00	\$4,500.00
12	REMOVE TREE, CLASS I	5 EA	420.00	2,100.00	700.00	\$3,500.00	700.00	\$3,500.00	1,000.00	\$5,000.00	750.00	\$3,750.00	880.00	\$4,400.00	800.00	\$4,000.00	700.00	\$3,500.00
13	REMOVE TREE, CLASS II	7 EA	2,000.00	14,000.00	1,600.00	\$11,200.00	1,550.00	\$10,850.00	1,700.00	\$11,900.00	1,770.00	\$12,390.00	2,085.00	\$14,595.00	1,750.00	\$12,250.00	1,800.00	\$12,600.00
14	REMOVE TREE, CLASS III	1 EA	3,500.00	3,500.00	2,700.00	\$2,700.00	2,650.00	\$2,650.00	3,000.00	\$3,000.00	2,900.00	\$2,900.00	3,411.00	\$3,411.00	3,000.00	\$3,000.00	2,900.00	\$2,900.00
15	REMOVE TREE, CLASS IV	1 EA	5,000.00	5,000.00	6,500.00	\$6,500.00	6,200.00	\$6,200.00	7,000.00	\$7,000.00	7,000.00	\$7,000.00	8,257.00	\$8,257.00	7,000.00	\$7,000.00	6,500.00	\$6,500.00
16	TREE PRUNING	141 EA	400.00	56,400.00	200.00	\$28,200.00	200.00	\$28,200.00	225.00	\$31,725.00	418.00	\$58,938.00	271.00	\$38,211.00	200.00	\$28,200.00	200.00	\$28,200.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	26,000.00	\$26,000.00	25,000.00	\$25,000.00	40,000.00	\$40,000.00	57,180.00	\$57,180.00	12,245.00	\$12,245.00	16,000.00	\$16,000.00	24,000.00	\$24,000.00
18	SAWCUTTING FLEXIBLE PAVEMENT	655 LFI	0.50	327.50	0.40	\$262.00	1.00	\$655.00	1.00	\$655.00	4.25	\$2,783.75	4.00	\$2,620.00	1.00	\$655.00	2.00	\$1,310.00
19	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	1,000.00	1,000.00	1,000.00	\$1,000.00	750.00	\$750.00	1,000.00	\$1,000.00	2,500.00	\$2,500.00	698.00	\$698.00	550.00	\$550.00	700.00	\$700.00
20	ABANDON VALVE BOX	1 EA	500.00	500.00	500.00	\$500.00	500.00	\$500.00	750.00	\$750.00	500.00	\$500.00	373.00	\$373.00	500.00	\$500.00	700.00	\$700.00

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

Project Number: 2018106			Engineer's Estimate		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		BIG SKY ID CORP (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		RED DIAMOND CONSTRUCTION INC (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	Unit Price	Amount	Unit Price	Amount
21	ROADWAY EXCAVATION INCL. HAUL	1414 CY	35.00	49,490.00	45.00	\$63,630.00	25.00	\$35,350.00	35.00	\$49,490.00	48.00	\$67,872.00	68.00	\$96,152.00	55.00	\$77,770.00	24.00	\$33,936.00
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	50 CY	45.00	2,250.00	44.00	\$2,200.00	40.00	\$2,000.00	90.00	\$4,500.00	55.00	\$2,750.00	70.00	\$3,500.00	55.00	\$2,750.00	50.00	\$2,500.00
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	50 CY	48.00	2,400.00	36.00	\$1,800.00	30.00	\$1,500.00	90.00	\$4,500.00	85.00	\$4,250.00	70.00	\$3,500.00	45.00	\$2,250.00	65.00	\$3,250.00
24	PREPARATION OF UNTREATED ROADWAY	11586 SY	3.00	34,758.00	2.40	\$27,806.40	2.25	\$26,068.50	3.00	\$34,758.00	5.75	\$66,619.50	4.00	\$46,344.00	3.50	\$40,551.00	1.40	\$16,220.40
25	CONTROLLED DENSITY FILL	10 CY	150.00	1,500.00	250.00	\$2,500.00	350.00	\$3,500.00	215.00	\$2,150.00	200.00	\$2,000.00	247.00	\$2,470.00	375.00	\$3,750.00	260.00	\$2,600.00
26	CRUSHED SURFACING TOP COURSE	1345 CY	75.00	100,875.00	70.00	\$94,150.00	82.50	\$110,962.50	57.00	\$76,665.00	78.00	\$104,910.00	62.00	\$83,390.00	105.00	\$141,225.00	52.00	\$69,940.00
27	CRUSHED SURFACING BASE COURSE	155 CY	80.00	12,400.00	72.00	\$11,160.00	80.00	\$12,400.00	57.00	\$8,835.00	75.00	\$11,625.00	68.00	\$10,540.00	100.00	\$15,500.00	65.00	\$10,075.00
28	CSTC FOR SIDEWALK AND DRIVEWAYS	145 CY	170.00	24,650.00	110.00	\$15,950.00	150.00	\$21,750.00	57.00	\$8,265.00	150.00	\$21,750.00	150.00	\$21,750.00	205.00	\$29,725.00	100.00	\$14,500.00
29	DUST CONTROL	7566 SY	3.00	22,698.00	1.50	\$11,349.00	2.00	\$15,132.00	1.70	\$12,862.20	1.07	\$8,095.62	5.00	\$37,830.00	2.50	\$18,915.00	1.85	\$13,997.10
30	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	2910 SY	24.00	69,840.00	18.00	\$52,380.00	17.00	\$49,470.00	20.00	\$58,200.00	19.25	\$56,017.50	24.00	\$69,840.00	20.00	\$58,200.00	18.25	\$53,107.50
31	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	1110 SY	45.00	49,950.00	34.00	\$37,740.00	34.00	\$37,740.00	35.00	\$38,850.00	36.75	\$40,792.50	46.00	\$51,060.00	35.00	\$38,850.00	35.00	\$38,850.00
32	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	20 SY	180.00	3,600.00	105.00	\$2,100.00	105.00	\$2,100.00	110.00	\$2,200.00	165.00	\$3,300.00	135.00	\$2,700.00	120.00	\$2,400.00	120.00	\$2,400.00
33	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)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
34	COMPACTION PRICE ADJUSTMENT	1 EST	3,492.00	3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00	3,492.00	\$3,492.00
35	ESC LEAD	1 LS	1,500.00	1,500.00	0.00	\$0.00	500.00	\$500.00	6,000.00	\$6,000.00	10,200.00	\$10,200.00	2,503.00	\$2,503.00	25,000.00	\$25,000.00	1,800.00	\$1,800.00
36	SILT FENCE	500 LF	6.00	3,000.00	6.00	\$3,000.00	7.50	\$3,750.00	6.00	\$3,000.00	6.80	\$3,400.00	7.00	\$3,500.00	6.00	\$3,000.00	8.00	\$4,000.00
37	TEMPORARY SEEDING	3954 SY	3.00	11,862.00	0.60	\$2,372.40	1.00	\$3,954.00	1.50	\$5,931.00	1.80	\$7,117.20	2.00	\$7,908.00	1.25	\$4,942.50	1.00	\$3,954.00
38	TOPSOIL TYPE A, 2 INCH THICK	3954 SY	8.00	31,632.00	4.50	\$17,793.00	5.00	\$19,770.00	7.00	\$27,678.00	9.00	\$35,586.00	7.00	\$27,678.00	8.00	\$31,632.00	5.80	\$22,933.20
39	HYDROSEEDING	3954 SY	5.00	19,770.00	0.80	\$3,163.20	1.00	\$3,954.00	1.50	\$5,931.00	1.69	\$6,682.26	2.00	\$7,908.00	1.25	\$4,942.50	1.48	\$5,851.92
40	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	6,400.00	\$6,400.00	6,000.00	\$6,000.00	15,000.00	\$15,000.00	6,500.00	\$6,500.00	16,040.00	\$16,040.00	7,500.00	\$7,500.00	7,000.00	\$7,000.00
41	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	2,000.00	2,000.00	700.00	\$700.00	750.00	\$750.00	10,000.00	\$10,000.00	2,500.00	\$2,500.00	8,527.00	\$8,527.00	825.00	\$825.00	700.00	\$700.00

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

<i>Project Number: 2018106</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		BIG SKY ID CORP (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		RED DIAMOND CONSTRUCTION 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>	<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>
42	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	4,200.00	\$4,200.00	4,000.00	\$4,000.00	4,000.00	\$4,000.00	7,500.00	\$7,500.00	8,210.00	\$8,210.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
43	PAVEMENT MARKING - PAINT	233 SF	10.00	2,330.00	7.00	\$1,631.00	5.00	\$1,165.00	700.00	\$163,100.00	7.75	\$1,805.75	21.00	\$4,893.00	8.00	\$1,864.00	8.00	\$1,864.00
Tax Classification																		
Schedule 03			Sales tax shall NOT be included in unit prices															
44	POTHOLING	3 EA	400.00	1,200.00	430.00	\$1,290.00	1,000.00	\$3,000.00	1,200.00	\$3,600.00	900.00	\$2,700.00	1,200.00	\$3,600.00	900.00	\$2,700.00	750.00	\$2,250.00
45	PRE & POST BLAST SURVEY AND MONITORING	1 LS	15,000.00	15,000.00	4,800.00	\$4,800.00	0.00	\$0.00	19,000.00	\$19,000.00	6,700.00	\$6,700.00	1.00	\$1.00	35,000.00	\$35,000.00	6,800.00	\$6,800.00
46	VALVE BOX AND COVER	1 EA	820.00	820.00	850.00	\$850.00	700.00	\$700.00	500.00	\$500.00	1,000.00	\$1,000.00	815.00	\$815.00	1,000.00	\$1,000.00	800.00	\$800.00
47	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	425 CY	150.00	63,750.00	160.00	\$68,000.00	140.00	\$59,500.00	250.00	\$106,250.00	500.00	\$212,500.00	25.00	\$10,625.00	325.00	\$138,125.00	120.00	\$51,000.00
48	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	47.00	4,700.00	44.00	\$4,400.00	50.00	\$5,000.00	90.00	\$9,000.00	35.50	\$3,550.00	93.00	\$9,300.00	55.00	\$5,500.00	60.00	\$6,000.00
49	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	60.00	6,000.00	40.00	\$4,000.00	25.00	\$2,500.00	100.00	\$10,000.00	80.00	\$8,000.00	114.00	\$11,400.00	45.00	\$4,500.00	70.00	\$7,000.00
50	IMPORTED BACKFILL	100 CY	72.00	7,200.00	37.00	\$3,700.00	40.00	\$4,000.00	90.00	\$9,000.00	55.50	\$5,550.00	113.00	\$11,300.00	45.00	\$4,500.00	28.00	\$2,800.00
51	TRENCH SAFETY SYSTEM	1 LS	4,000.00	4,000.00	12,600.00	\$12,600.00	1,000.00	\$1,000.00	20,000.00	\$20,000.00	7,500.00	\$7,500.00	650.00	\$650.00	43,500.00	\$43,500.00	5,600.00	\$5,600.00
52	CUT-OFF WALL	2 EA	4,000.00	8,000.00	2,600.00	\$5,200.00	2,000.00	\$4,000.00	7,500.00	\$15,000.00	2,500.00	\$5,000.00	3,560.00	\$7,120.00	5,500.00	\$11,000.00	1,200.00	\$2,400.00
53	PLUGGING EXISTING PIPE	4 EA	500.00	2,000.00	300.00	\$1,200.00	750.00	\$3,000.00	2,100.00	\$8,400.00	1,500.00	\$6,000.00	1,775.00	\$7,100.00	800.00	\$3,200.00	225.00	\$900.00
54	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	5,000.00	5,000.00	12,600.00	\$12,600.00	10,000.00	\$10,000.00	15,000.00	\$15,000.00	5,500.00	\$5,500.00	19,699.00	\$19,699.00	7,500.00	\$7,500.00	4,700.00	\$4,700.00
55	DI PIPE FOR WATER MAIN 12 IN. DIA.	981 LF	200.00	196,200.00	120.00	\$117,720.00	150.00	\$147,150.00	125.00	\$122,625.00	170.00	\$166,770.00	148.00	\$145,188.00	150.00	\$147,150.00	165.50	\$162,355.50
56	DI PIPE FOR WATER MAIN 30 IN. DIA.	4642 LF	550.00	2,553,100.00	270.00	\$1,253,340.00	305.00	\$1,415,810.00	275.00	\$1,276,550.00	290.00	\$1,346,180.00	383.00	\$1,777,886.00	350.00	\$1,624,700.00	381.00	\$1,768,602.00
57	INSTALL JOINT RESTRAINT ON EXISTING 30 IN. DIA. WM	20 EA	1,200.00	24,000.00	600.00	\$12,000.00	1,500.00	\$30,000.00	600.00	\$12,000.00	660.00	\$13,200.00	1,609.00	\$32,180.00	1,750.00	\$35,000.00	2,464.00	\$49,280.00
58	BLOWOFF ASSEMBLY (Y-103)	2 EA	20,000.00	40,000.00	9,300.00	\$18,600.00	8,000.00	\$16,000.00	10,000.00	\$20,000.00	5,000.00	\$10,000.00	9,733.00	\$19,466.00	12,300.00	\$24,600.00	17,000.00	\$34,000.00
59	DI PIPE FOR WATER MAIN 30 IN. DIA. - PHASE 2 MATERIALS ONLY	1320 LF	350.00	462,000.00	313.00	\$413,160.00	260.00	\$343,200.00	250.00	\$330,000.00	268.00	\$353,760.00	347.00	\$458,040.00	325.00	\$429,000.00	255.00	\$336,600.00
60	DI 11.25 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4 EA	2,500.00	10,000.00	2,700.00	\$10,800.00	6,400.00	\$25,600.00	2,500.00	\$10,000.00	6,450.00	\$25,800.00	3,258.00	\$13,032.00	3,100.00	\$12,400.00	5,615.00	\$22,460.00

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

<i>Project Number: 2018106</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		BIG SKY ID CORP (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		RED DIAMOND CONSTRUCTION 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>	<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>
61	DI 22.5 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	8 EA	2,500.00	20,000.00	2,600.00	\$20,800.00	5,000.00	\$40,000.00	2,500.00	\$20,000.00	5,305.00	\$42,440.00	3,200.00	\$25,600.00	3,050.00	\$24,400.00	4,615.00	\$36,920.00
62	DI 45 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4 EA	3,000.00	12,000.00	3,100.00	\$12,400.00	5,000.00	\$20,000.00	3,000.00	\$12,000.00	5,500.00	\$22,000.00	3,819.00	\$15,276.00	3,600.00	\$14,400.00	4,787.00	\$19,148.00
63	DI 90 DEG ELBOW 30 IN. DIA., MJXMJ - PHASE 2 MATERIALS ONLY	4 EA	3,500.00	14,000.00	3,700.00	\$14,800.00	7,000.00	\$28,000.00	3,500.00	\$14,000.00	6,995.00	\$27,980.00	4,548.00	\$18,192.00	4,300.00	\$17,200.00	6,082.00	\$24,328.00
64	MECHANICAL JOINT RESTRAINT - 30 IN. W GASKETS AND BOLTS - PHASE 2 MATERIALS ONLY	34 EA	1,250.00	42,500.00	1,500.00	\$51,000.00	1,350.00	\$45,900.00	1,350.00	\$45,900.00	1,378.00	\$46,852.00	1,777.00	\$60,418.00	1,700.00	\$57,800.00	1,200.00	\$40,800.00
65	O RING TAPPING SLEEVE 30 IN. X 8 IN. - PHASE 2 MATERIALS ONLY	2 EA	1,500.00	3,000.00	2,300.00	\$4,600.00	2,100.00	\$4,200.00	2,100.00	\$4,200.00	2,100.00	\$4,200.00	2,744.00	\$5,488.00	2,600.00	\$5,200.00	1,760.00	\$3,520.00
66	O RING TAPPING SLEEVE 30 IN. X 4 IN. - PHASE 2 MATERIALS ONLY	2 EA	1,250.00	2,500.00	1,500.00	\$3,000.00	1,350.00	\$2,700.00	1,500.00	\$3,000.00	1,420.00	\$2,840.00	1,864.00	\$3,728.00	1,800.00	\$3,600.00	1,200.00	\$2,400.00
67	O RING TAPPING SLEEVE 30 IN. X 2 IN. - PHASE 2 MATERIALS ONLY	2 EA	1,000.00	2,000.00	590.00	\$1,180.00	1,000.00	\$2,000.00	600.00	\$1,200.00	1,125.00	\$2,250.00	716.00	\$1,432.00	700.00	\$1,400.00	940.00	\$1,880.00
68	30 INCH PLUG MJ - PHASE 2 MATERIALS ONLY	2 EA	2,000.00	4,000.00	2,200.00	\$4,400.00	2,100.00	\$4,200.00	2,000.00	\$4,000.00	2,150.00	\$4,300.00	5,228.00	\$10,456.00	2,500.00	\$5,000.00	1,791.00	\$3,582.00
69	DELIVERY OF PHASE 2 MATERIALS TO WATER	1 LS	10,000.00	10,000.00	6,900.00	\$6,900.00	25,000.00	\$25,000.00	15,000.00	\$15,000.00	15,400.00	\$15,400.00	11,000.00	\$11,000.00	25,000.00	\$25,000.00	11,000.00	\$11,000.00
70	DI PIPE FOR WATER MAIN 30 IN. DIA - PHASE 2 INSTALLATION ONLY	1100 LF	175.00	192,500.00	40.00	\$44,000.00	60.00	\$66,000.00	70.00	\$77,000.00	58.00	\$63,800.00	102.00	\$112,200.00	85.00	\$93,500.00	662.50	\$728,750.00
71	GATE VALVE 12 IN.	4 EA	5,000.00	20,000.00	4,500.00	\$18,000.00	6,000.00	\$24,000.00	4,250.00	\$17,000.00	5,330.00	\$21,320.00	5,666.00	\$22,664.00	5,500.00	\$22,000.00	5,796.00	\$23,184.00
72	CHECK VALVE 12 IN.	1 EA	5,000.00	5,000.00	4,400.00	\$4,400.00	6,000.00	\$6,000.00	5,000.00	\$5,000.00	7,000.00	\$7,000.00	5,408.00	\$5,408.00	5,200.00	\$5,200.00	13,000.00	\$13,000.00
73	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	3 EA	6,000.00	18,000.00	6,600.00	\$19,800.00	10,000.00	\$30,000.00	6,000.00	\$18,000.00	2,500.00	\$7,500.00	9,388.00	\$28,164.00	7,000.00	\$21,000.00	8,000.00	\$24,000.00
74	HYDRANT ASSEMBLY	3 EA	9,500.00	28,500.00	10,000.00	\$30,000.00	10,000.00	\$30,000.00	8,000.00	\$24,000.00	10,000.00	\$30,000.00	14,454.00	\$43,362.00	10,500.00	\$31,500.00	13,000.00	\$39,000.00
75	TRENCH EXC. FOR WATER SERVICE TAP	459 LF	75.00	34,425.00	28.00	\$12,852.00	50.00	\$22,950.00	70.00	\$32,130.00	50.00	\$22,950.00	111.00	\$50,949.00	55.00	\$25,245.00	31.00	\$14,229.00
Bid Total			\$4,769,980.50		\$3,001,000.00		\$3,318,033.00		\$3,401,712.20		\$3,766,129.08		\$4,014,615.00		\$4,051,229.00		\$4,365,389.62	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	958,585.50	0.00	3,811,395.00	0.00	4,769,980.50
DW EXCAVATING INC (Submitted)	808,608.00	0.00	2,192,392.00	0.00	3,001,000.00
N A DEGERSTROM (Submitted)	896,623.00	0.00	2,421,410.00	0.00	3,318,033.00
HALME CONSTRUCTION INC (Submitted)	1,122,357.20	0.00	2,279,355.00	0.00	3,401,712.20
CORRIDOR CONTRACTORS (Submitted)	1,265,587.08	0.00	2,500,542.00	0.00	3,766,129.08
BIG SKY ID CORP (Submitted)	1,072,876.00	0.00	2,941,739.00	0.00	4,014,615.00
INLAND INFRASTRUCTURE LLC (Submitted)	1,169,409.00	0.00	2,881,820.00	0.00	4,051,229.00
RED DIAMOND CONSTRUCTION INC (Submitted)	916,101.12	0.00	3,449,288.50	0.00	4,365,389.62

Low Bid Contractor: DW EXCAVATING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	808,608.00	958,585.50	15.65 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	2,389,707.28	4,154,420.55	42.48 % Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	3,198,315.28	5,113,006.05	37.45 % Under Estimate



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	OPR 2023-0340
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	24716
<u>Contact Name/Phone</u>	DAN BULLER 6391	<u>Project #</u>	2018107
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR24716
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - SIA TRANSMISSION LINE (2018107) HALME CONSTRUCTION		

Agenda Wording

Low bid of Halme Construction, Inc. (Spokane, WA) for the SIA Transmission Line Crossing under I-90 project in the amount of \$3,176,537.16 plus tax. An administrative reserve of 10% of the contract will be set aside.

Summary (Background)

On March 6, 2023 bids were opened for the above project. The low bid was from Halme Construction, Inc., in the amount of \$3,176,537.16, which is \$1,787,236.84 or 36.01% under the Engineer's Estimate of \$4,963,774.00. 3 other bids were received as follows: DW Excavating Inc; \$3,328,133.00, N.A. Degerstrom; \$4,210,631.00, Inland Infrastructure; \$5,298,154.00. West Hills Neighborhood Council.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ 3,176,537.16		<u>#</u> 4250-98818-94340-56501-15801
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BULLER, DAN	<u>Study Session\Other</u>	PIES 11/28/2022
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u>	Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	eraea@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		kgoodman@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		ddaniels@spokanecity.org	
		Jason Halme - jasonh@halmeconstruction.com	

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	SIA I-90 Transmission Main
Summary (Background)	<ul style="list-style-type: none"> In order to serve the growing West Plains including the West Plains PDA, the Water Department is making upgrades to the water system in this area. A third water tank near the airport (next to the existing two tanks) is currently under construction. Another booster station next to the existing booster station on the south side of I-90 is planned within the next three years. Additionally a 30" water main connecting the new tank and new booster station is in design and nearly ready for bidding – see attached exhibit. This water main will supplement the existing 18" water main. Crossing of I-90 will be by boring and jacking (i.e., tunneling). This work is planned for the summer of 2023. Funding for this project is provided by a low interest federal loan to be repaid with utility rate revenue.
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? 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?	

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.

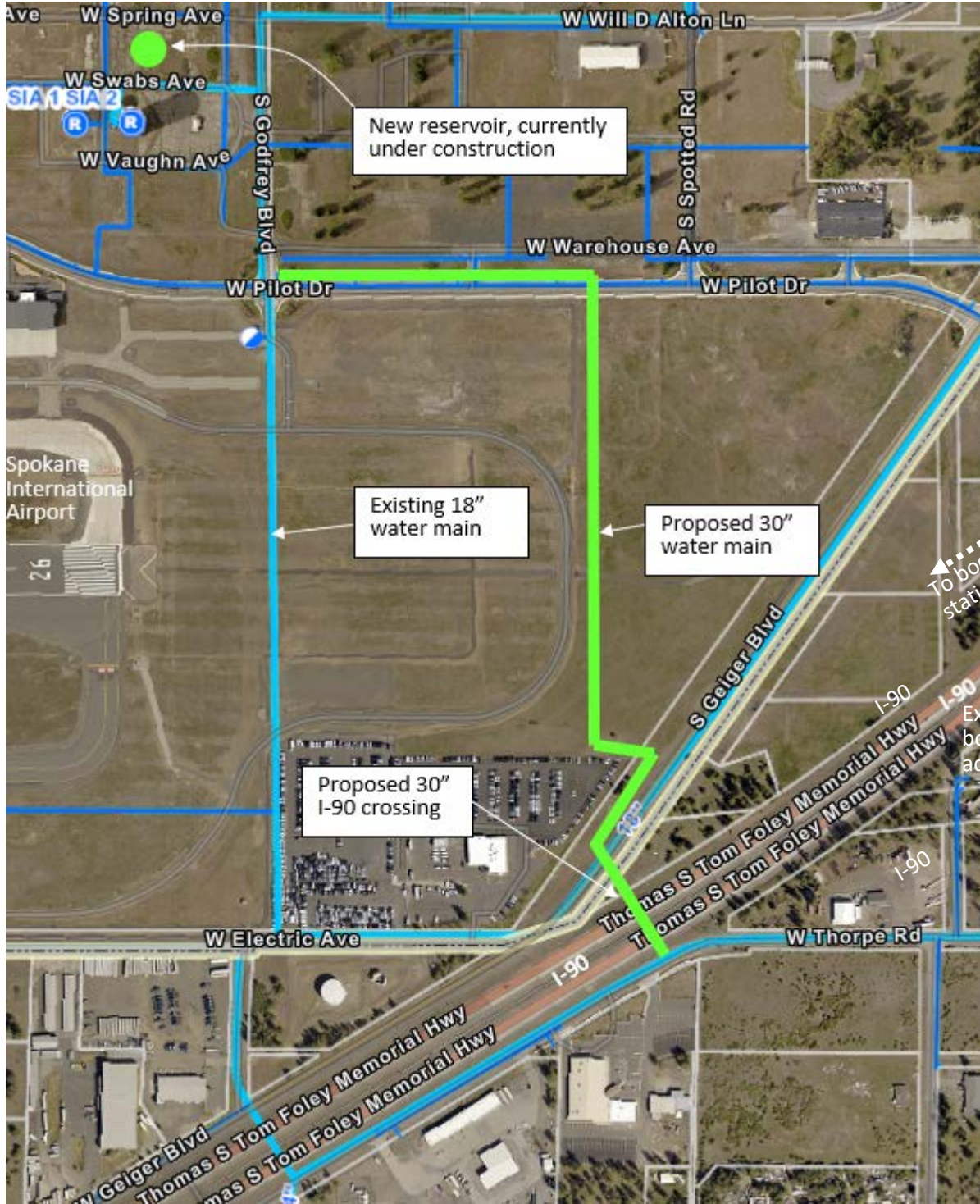
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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.

Project Location



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

Project Number 2018107

Project Description SIA Transmission Line Crossing Under I-90 **Original Date** 3/6/2023 3:48:00 PM

Project Number: 2018107			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		INLAND INFRASTRUCTURE LLC (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												
Schedule 01 Sales tax shall NOT be included in unit prices												
1	ADA FEATURES SURVEYING	1 LS	1,800.00	1,800.00	510.00	\$510.00	600.00	\$600.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00
2	ROADWAY SURVEYING	1 LS	12,000.00	12,000.00	92,000.00	\$92,000.00	102,000.00	\$102,000.00	50,000.00	\$50,000.00	175,000.00	\$175,000.00
3	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	5,000.00	\$5,000.00	7,000.00	\$7,000.00	1,000.00	\$1,000.00	20,000.00	\$20,000.00
4	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
5	SPCC PLAN	1 LS	1,000.00	1,000.00	2,500.00	\$2,500.00	700.00	\$700.00	1,500.00	\$1,500.00	1,500.00	\$1,500.00
6	POTHOLING	20 EA	500.00	10,000.00	450.00	\$9,000.00	600.00	\$12,000.00	575.00	\$11,500.00	900.00	\$18,000.00
7	PUBLIC LIAISON REPRESENTATIVE	1 LS	2,000.00	2,000.00	6,200.00	\$6,200.00	3,800.00	\$3,800.00	2,500.00	\$2,500.00	11,500.00	\$11,500.00
8	TYPE B PROGRESS SCHEDULE	1 LS	2,500.00	2,500.00	2,500.00	\$2,500.00	700.00	\$700.00	1,000.00	\$1,000.00	12,000.00	\$12,000.00
9	MOBILIZATION	1 LS	326,238.00	326,238.00	320,000.00	\$320,000.00	154,000.00	\$154,000.00	400,000.00	\$400,000.00	525,000.00	\$525,000.00
10	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	70,000.00	70,000.00	60,000.00	\$60,000.00	45,000.00	\$45,000.00	77,500.00	\$77,500.00	150,000.00	\$150,000.00
11	SPECIAL SIGNS	483 SF	25.00	12,075.00	18.00	\$8,694.00	21.00	\$10,143.00	50.00	\$24,150.00	25.00	\$12,075.00
12	SEQUENTIAL ARROW SIGNS	20 HR	8.00	160.00	6.00	\$120.00	7.00	\$140.00	15.00	\$300.00	7.50	\$150.00
13	PORTABLE CHANGEABLE MESSAGE SIGN	20 HR	8.00	160.00	7.00	\$140.00	250.00	\$5,000.00	15.00	\$300.00	9.00	\$180.00
14	TYPE III BARRICADE	24 EA	120.00	2,880.00	100.00	\$2,400.00	8.00	\$192.00	100.00	\$2,400.00	150.00	\$3,600.00
15	CLEARING AND GRUBBING	1 LS	12,000.00	12,000.00	16,000.00	\$16,000.00	15,000.00	\$15,000.00	10,000.00	\$10,000.00	225,000.00	\$225,000.00
16	TREE ROOT TREATMENT	1 EA	850.00	850.00	760.00	\$760.00	900.00	\$900.00	750.00	\$750.00	1,000.00	\$1,000.00
17	TREE PROTECTION ZONE	1 EA	450.00	450.00	350.00	\$350.00	422.00	\$422.00	350.00	\$350.00	450.00	\$450.00
18	REMOVE TREE, CLASS I	4 EA	500.00	2,000.00	660.00	\$2,640.00	780.00	\$3,120.00	700.00	\$2,800.00	900.00	\$3,600.00
19	REMOVE TREE, CLASS II	1 EA	1,500.00	1,500.00	1,400.00	\$1,400.00	1,800.00	\$1,800.00	1,500.00	\$1,500.00	2,000.00	\$2,000.00
20	TREE PRUNING	1 EA	400.00	400.00	250.00	\$250.00	300.00	\$300.00	250.00	\$250.00	300.00	\$300.00

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

Project Number: 2018107			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
21	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	10,000.00	10,000.00	4,800.00	\$4,800.00	12,200.00	\$12,200.00	10,000.00	\$10,000.00	20,000.00	\$20,000.00
22	REMOVE EXISTING CURB	34 LF	15.00	510.00	10.00	\$340.00	24.00	\$816.00	15.00	\$510.00	13.00	\$442.00
23	REMOVE EXISTING CURB AND GUTTER	399 LF	18.00	7,182.00	10.00	\$3,990.00	13.00	\$5,187.00	10.00	\$3,990.00	13.00	\$5,187.00
24	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	231 SY	20.00	4,620.00	16.00	\$3,696.00	32.00	\$7,392.00	15.00	\$3,465.00	30.00	\$6,930.00
25	SAWCUTTING CURB	14 EA	60.00	840.00	25.00	\$350.00	30.00	\$420.00	75.00	\$1,050.00	35.00	\$490.00
26	SAWCUTTING RIGID PAVEMENT	228 LFI	1.50	342.00	0.50	\$114.00	1.00	\$228.00	2.50	\$570.00	1.00	\$228.00
27	SAWCUTTING FLEXIBLE PAVEMENT	2726 LFI	1.00	2,726.00	0.50	\$1,363.00	0.50	\$1,363.00	1.00	\$2,726.00	1.00	\$2,726.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	260.00	\$2,600.00	47.00	\$470.00	50.00	\$500.00	55.00	\$550.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	40.00	400.00	215.00	\$2,150.00	28.00	\$280.00	50.00	\$500.00	50.00	\$500.00
30	HAZARDOUS MATERIAL	20 TON	200.00	4,000.00	635.00	\$12,700.00	111.00	\$2,220.00	250.00	\$5,000.00	400.00	\$8,000.00
31	HEALTH AND SAFETY PLAN	1 LS	8,500.00	8,500.00	1,500.00	\$1,500.00	4,900.00	\$4,900.00	35,000.00	\$35,000.00	60,000.00	\$60,000.00
32	CRUSHED SURFACING TOP COURSE	46 CY	85.00	3,910.00	90.00	\$4,140.00	91.00	\$4,186.00	125.00	\$5,750.00	300.00	\$13,800.00
33	CSTC FOR SIDEWALK AND DRIVEWAYS	14 CY	195.00	2,730.00	418.00	\$5,852.00	159.00	\$2,226.00	150.00	\$2,100.00	275.00	\$3,850.00
34	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	172 SY	85.00	14,620.00	63.00	\$10,836.00	57.00	\$9,804.00	60.00	\$10,320.00	70.00	\$12,040.00
35	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	562 SY	100.00	56,200.00	76.00	\$42,712.00	67.00	\$37,654.00	75.00	\$42,150.00	90.00	\$50,580.00
36	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	55 SY	40.00	2,200.00	45.00	\$2,475.00	53.00	\$2,915.00	45.00	\$2,475.00	55.00	\$3,025.00
37	PAVEMENT REPAIR EXCAVATION INCL. HAUL	789 SY	75.00	59,175.00	66.00	\$52,074.00	32.00	\$25,248.00	25.00	\$19,725.00	45.00	\$35,505.00
38	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)
39	COMPACTION PRICE ADJUSTMENT	3651 EST	1.00	3,651.00	1.00	\$3,651.00	1.00	\$3,651.00	1.00	\$3,651.00	1.00	\$3,651.00
40	VALVE BOX AND COVER	1 EA	1,000.00	1,000.00	325.00	\$325.00	980.00	\$980.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00

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

Project Number: 2018107			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
41	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2 EA	800.00	1,600.00	250.00	\$500.00	1,000.00	\$2,000.00	500.00	\$1,000.00	850.00	\$1,700.00
42	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1 EA	800.00	800.00	320.00	\$320.00	880.00	\$880.00	500.00	\$500.00	850.00	\$850.00
43	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50 CY	110.00	5,500.00	260.00	\$13,000.00	180.00	\$9,000.00	150.00	\$7,500.00	350.00	\$17,500.00
44	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	60.00	3,000.00	270.00	\$13,500.00	46.00	\$2,300.00	50.00	\$2,500.00	55.00	\$2,750.00
45	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	90.00	4,500.00	230.00	\$11,500.00	32.00	\$1,600.00	50.00	\$2,500.00	50.00	\$2,500.00
46	IMPORTED BACKFILL	20 CY	30.00	600.00	230.00	\$4,600.00	69.00	\$1,380.00	40.00	\$800.00	50.00	\$1,000.00
47	TRENCH SAFETY SYSTEM	1 LS	5,000.00	5,000.00	5,000.00	\$5,000.00	20,900.00	\$20,900.00	1,000.00	\$1,000.00	140,000.00	\$140,000.00
48	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	10,000.00	10,000.00	1,800.00	\$1,800.00	4,000.00	\$4,000.00	10,000.00	\$10,000.00	30,000.00	\$30,000.00
49	CLEANING EXISTING SANITARY SEWERS	5 EA	550.00	2,750.00	405.00	\$2,025.00	990.00	\$4,950.00	1,650.00	\$8,250.00	1,000.00	\$5,000.00
50	EXCAVATION AND SUPPORT FOR TRENCHLESS	1 LS	160,000.00	160,000.00	92,000.00	\$92,000.00	525,300.00	\$525,300.00	300,000.00	\$300,000.00	800,000.00	\$800,000.00
51	STEEL CASING PIPE 48 IN. DIAM., TRENCHLESS	214 LF	5,800.00	1,241,200.00	4,440.00	\$950,160.00	2,350.00	\$502,900.00	6,500.00	\$1,391,000.00	4,000.00	\$856,000.00
52	DI CARRIER PIPE APPURTENANCES FOR WATER MAIN 30 IN. DIA.	214 LF	650.00	139,100.00	28.00	\$5,992.00	175.00	\$37,450.00	200.00	\$42,800.00	265.00	\$56,710.00
53	DELETED	0 VACATED	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
54	DI PIPE FOR WATER MAIN 8 IN. DIA.	54 LF	180.00	9,720.00	143.00	\$7,722.00	305.00	\$16,470.00	375.00	\$20,250.00	245.00	\$13,230.00
55	DI PIPE FOR WATER MAIN 12 IN. DIA.	44 LF	300.00	13,200.00	206.00	\$9,064.00	419.00	\$18,436.00	550.00	\$24,200.00	330.00	\$14,520.00
56	DI PIPE FOR WATER MAIN 30 IN. DIA.	3275 LF	700.00	2,292,500.00	343.00	\$1,123,325.00	406.00	\$1,329,650.00	410.00	\$1,342,750.00	480.00	\$1,572,000.00
57	BLOWOFF ASSEMBLY (Y-105A)	3 EA	10,000.00	30,000.00	8,100.00	\$24,300.00	13,300.00	\$39,900.00	10,000.00	\$30,000.00	15,500.00	\$46,500.00
58	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	4 EA	7,500.00	30,000.00	3,500.00	\$14,000.00	8,100.00	\$32,400.00	8,000.00	\$32,000.00	9,000.00	\$36,000.00
59	HYDRANT ASSEMBLY	1 EA	9,500.00	9,500.00	6,500.00	\$6,500.00	9,300.00	\$9,300.00	10,000.00	\$10,000.00	11,200.00	\$11,200.00
60	ESC LEAD	1 LS	2,500.00	2,500.00	500.00	\$500.00	7,100.00	\$7,100.00	500.00	\$500.00	20,000.00	\$20,000.00

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

<i>Project Number: 2018107</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		INLAND INFRASTRUCTURE LLC (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>
61	INLET PROTECTION	16 EA	110.00	1,760.00	100.00	\$1,600.00	130.00	\$2,080.00	125.00	\$2,000.00	100.00	\$1,600.00
62	STREET CLEANING	60 HR	220.00	13,200.00	230.00	\$13,800.00	250.00	\$15,000.00	150.00	\$9,000.00	400.00	\$24,000.00
63	TOPSOIL TYPE A, 2 INCH THICK	5266 SY	30.00	157,980.00	6.10	\$32,122.60	10.50	\$55,293.00	5.00	\$26,330.00	8.00	\$42,128.00
64	PLANT ESTABLISHMENT - 1 YEAR	1 LS	1,500.00	1,500.00	2,000.00	\$2,000.00	2,000.00	\$2,000.00	50,000.00	\$50,000.00	1,500.00	\$1,500.00
65	HYDROSEEDING	6900 SY	2.50	17,250.00	1.60	\$11,040.00	1.90	\$13,110.00	1.00	\$6,900.00	2.00	\$13,800.00
66	SOD INSTALLATION	60 SY	90.00	5,400.00	50.00	\$3,000.00	58.00	\$3,480.00	100.00	\$6,000.00	55.00	\$3,300.00
67	5 GALLON SHRUB	5 EA	500.00	2,500.00	205.00	\$1,025.00	121.00	\$605.00	275.00	\$1,375.00	250.00	\$1,250.00
68	CEMENT CONCRETE MOW STRIP, 6 IN. X 12 IN.	36 LF	20.00	720.00	30.00	\$1,080.00	42.00	\$1,512.00	27.00	\$972.00	40.00	\$1,440.00
69	CEMENT CONCRETE CURB	54 LF	80.00	4,320.00	50.00	\$2,700.00	68.00	\$3,672.00	60.00	\$3,240.00	70.00	\$3,780.00
70	CEMENT CONCRETE CURB AND GUTTER	399 LF	90.00	35,910.00	50.00	\$19,950.00	70.00	\$27,930.00	50.00	\$19,950.00	70.00	\$27,930.00
71	MODIFY FENCING	1 LS	2,000.00	2,000.00	4,000.00	\$4,000.00	14,000.00	\$14,000.00	4,000.00	\$4,000.00	10,000.00	\$10,000.00
72	TEMPORARY CONSTRUCTION FENCING	1 LS	1,500.00	1,500.00	3,100.00	\$3,100.00	6,000.00	\$6,000.00	3,500.00	\$3,500.00	10,000.00	\$10,000.00
73	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,500.00	4,500.00	1,500.00	\$1,500.00	5,500.00	\$5,500.00	5,000.00	\$5,000.00	6,000.00	\$6,000.00
74	CEMENT CONCRETE SIDEWALK	231 SY	150.00	34,650.00	60.00	\$13,860.00	70.00	\$16,170.00	70.00	\$16,170.00	95.00	\$21,945.00
75	RAMP DETECTABLE WARNING	32 SF	40.00	1,280.00	35.00	\$1,120.00	43.00	\$1,376.00	36.00	\$1,152.00	40.00	\$1,280.00
76	ILLUMINATION SYSTEM	1 LS	2,000.00	2,000.00	8,700.00	\$8,700.00	2,400.00	\$2,400.00	2,500.00	\$2,500.00	2,750.00	\$2,750.00
77	COMMUNICATION CONDUIT SYSTEM	1 LS	54,000.00	54,000.00	71,000.00	\$71,000.00	91,200.00	\$91,200.00	75,000.00	\$75,000.00	90,000.00	\$90,000.00
78	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	1,500.00	\$1,500.00	1,800.00	\$1,800.00	1,600.00	\$1,600.00	2,000.00	\$2,000.00
79	PAVEMENT MARKING - DURABLE HEAT APPLIED	261 SF	15.00	3,915.00	9.96	\$2,599.56	12.00	\$3,132.00	10.00	\$2,610.00	12.00	\$3,132.00
80	GATE VALVE 12 IN.	1 EA	5,000.00	5,000.00	8,900.00	\$8,900.00	11,000.00	\$11,000.00	6,500.00	\$6,500.00	12,000.00	\$12,000.00
Bid Total			\$4,963,774.00		\$3,176,537.16		\$3,328,133.00		\$4,210,631.00		\$5,298,154.00	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	4,963,774.00	0.00	0.00	0.00	4,963,774.00
HALME CONSTRUCTION INC (Submitted)	3,176,537.16	0.00	0.00	0.00	3,176,537.16
DW EXCAVATING INC (Submitted)	3,328,133.00	0.00	0.00	0.00	3,328,133.00
N A DEGERSTROM (Submitted)	4,210,631.00	0.00	0.00	0.00	4,210,631.00
INLAND INFRASTRUCTURE LLC (Submitted)	5,298,154.00	0.00	0.00	0.00	5,298,154.00

Low Bid Contractor: HALME CONSTRUCTION INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	3,176,537.16	4,963,774.00	36.01 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<u>3,176,537.16</u>	<u>4,963,774.00</u>	<u>36.01 % Under Estimate</u>



City of Spokane
PUBLIC WORKS CONTRACT
Title: **SIA TRANSMISSION LINE
CROSSING UNDER I-90**

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 **SIA TRANSMISSION LINE CROSSING UNDER I-90.**
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 City Engineering Services File No. 2018107 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 Schedule A-1 for the actual quantities furnished for each bid item at a pre-tax total cost not to exceed \$3,176,537.16.
7. **TAXES.** Bid items in Schedule A-1 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. 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. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a

Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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. 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
- Schedule A-1

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 ONE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED THIRTY-SEVEN AND 16/100 DOLLARS (\$3,176,537.16)** 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 **SIA TRANSMISSION LINE CROSSING UNDER I-90**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **HALME CONSTRUCTION, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED THIRTY-SEVEN AND 16/100 DOLLARS (\$3,176,537.16)** 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 **SIA TRANSMISSION LINE CROSSING UNDER I-90**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

SCHEDULE A-1
Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 510.00	\$ 510.00
2	ROADWAY SURVEYING	1.00 LS	\$ 92,000.00	\$ 92,000.00
3	APPRENTICE UTILIZATION	1.00 LS	\$ 5,000.00	\$ 5,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
5	SPCC PLAN	1.00 LS	\$ 2,500.00	\$ 2,500.00
6	POTHOLING	20.00 EA	\$ 450.00	\$ 9,000.00
7	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 6,200.00	\$ 6,200.00
8	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 2,500.00	\$ 2,500.00
9	MOBILIZATION	1.00 LS	\$ 320,000.00	\$ 320,000.00
10	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 60,000.00	\$ 60,000.00
11	SPECIAL SIGNS	483.00 SF	\$ 18.00	\$ 8,694.00
12	SEQUENTIAL ARROW SIGNS	20.00 HR	\$ 6.00	\$ 120.00

13	PORTABLE CHANGEABLE MESSAGE SIGN	20.00 HR	\$	7.00	\$	140.00
14	TYPE III BARRICADE	24.00 EA	\$	100.00	\$	2,400.00
15	CLEARING AND GRUBBING	1.00 LS	\$	16,000.00	\$	16,000.00
16	TREE ROOT TREATMENT	1.00 EA	\$	760.00	\$	760.00
17	TREE PROTECTION ZONE	1.00 EA	\$	350.00	\$	350.00
18	REMOVE TREE, CLASS I	4.00 EA	\$	660.00	\$	2,640.00
19	REMOVE TREE, CLASS II	1.00 EA	\$	1,400.00	\$	1,400.00
20	TREE PRUNING	1.00 EA	\$	250.00	\$	250.00
21	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	4,800.00	\$	4,800.00
22	REMOVE EXISTING CURB	34.00 LF	\$	10.00	\$	340.00
23	REMOVE EXISTING CURB AND GUTTER	399.00 LF	\$	10.00	\$	3,990.00
24	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	231.00 SY	\$	16.00	\$	3,696.00
25	SAWCUTTING CURB	14.00 EA	\$	25.00	\$	350.00
26	SAWCUTTING RIGID PAVEMENT	228.00 LFI	\$	0.50	\$	114.00
27	SAWCUTTING FLEXIBLE PAVEMENT	2,726.00 LFI	\$	0.50	\$	1,363.00

28	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	260.00	\$	2,600.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	215.00	\$	2,150.00
30	HAZARDOUS MATERIAL	20.00 TON	\$	635.00	\$	12,700.00
31	HEALTH AND SAFETY PLAN	1.00 LS	\$	1,500.00	\$	1,500.00
32	CRUSHED SURFACING TOP COURSE	46.00 CY	\$	90.00	\$	4,140.00
33	CSTC FOR SIDEWALK AND DRIVEWAYS	14.00 CY	\$	418.00	\$	5,852.00
34	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	172.00 SY	\$	63.00	\$	10,836.00
35	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	562.00 SY	\$	76.00	\$	42,712.00
36	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	55.00 SY	\$	45.00	\$	2,475.00
37	PAVEMENT REPAIR EXCAVATION INCL. HAUL	789.00 SY	\$	66.00	\$	52,074.00
38	JOB MIX COMPLIANCE PRICE ADJUSTMENT	(1.00) EST	\$	1.00	\$	(1.00)
39	COMPACTION PRICE ADJUSTMENT	3,651.00 EST	\$	1.00	\$	3,651.00
40	VALVE BOX AND COVER	1.00 EA	\$	325.00	\$	325.00
41	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	2.00 EA	\$	250.00	\$	500.00
42	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1.00 EA	\$	320.00	\$	320.00

43	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50.00 CY	\$	260.00	\$	13,000.00
44	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	270.00	\$	13,500.00
45	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	230.00	\$	11,500.00
46	IMPORTED BACKFILL	20.00 CY	\$	230.00	\$	4,600.00
47	TRENCH SAFETY SYSTEM	1.00 LS	\$	5,000.00	\$	5,000.00
48	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	1,800.00	\$	1,800.00
49	CLEANING EXISTING SANITARY SEWERS	5.00 EA	\$	405.00	\$	2,025.00
50	EXCAVATION AND SUPPORT FOR TRENCHLESS	1.00 LS	\$	92,000.00	\$	92,000.00
51	STEEL CASING PIPE 48 IN. DIAM., TRENCHLESS	214.00 LF	\$	4,440.00	\$	950,160.00
52	DI CARRIER PIPE APPURTENANCES FOR WATER MAIN 30 IN. DIA.	214.00 LF	\$	28.00	\$	5,992.00
53	DELETED	0.00 VACATED	\$	0.00	\$	0.00
54	DI PIPE FOR WATER MAIN 8 IN. DIA.	54.00 LF	\$	143.00	\$	7,722.00
55	DI PIPE FOR WATER MAIN 12 IN. DIA.	44.00 LF	\$	206.00	\$	9,064.00
56	DI PIPE FOR WATER MAIN 30 IN. DIA.	3,275.00 LF	\$	343.00	\$	1,123,325.00
57	BLOWOFF ASSEMBLY (Y-105A)	3.00 EA	\$	8,100.00	\$	24,300.00

58	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	4.00 EA	\$	3,500.00	\$	14,000.00
59	HYDRANT ASSEMBLY	1.00 EA	\$	6,500.00	\$	6,500.00
60	ESC LEAD	1.00 LS	\$	500.00	\$	500.00
61	INLET PROTECTION	16.00 EA	\$	100.00	\$	1,600.00
62	STREET CLEANING	60.00 HR	\$	230.00	\$	13,800.00
63	TOPSOIL TYPE A, 2 INCH THICK	5,266.00 SY	\$	6.10	\$	32,122.60
64	PLANT ESTABLISHMENT - 1 YEAR	1.00 LS	\$	2,000.00	\$	2,000.00
65	HYDROSEEDING	6,900.00 SY	\$	1.60	\$	11,040.00
66	SOD INSTALLATION	60.00 SY	\$	50.00	\$	3,000.00
67	5 GALLON SHRUB	5.00 EA	\$	205.00	\$	1,025.00
68	CEMENT CONCRETE MOW STRIP, 6 IN. X 12 IN.	36.00 LF	\$	30.00	\$	1,080.00
69	CEMENT CONCRETE CURB	54.00 LF	\$	50.00	\$	2,700.00
70	CEMENT CONCRETE CURB AND GUTTER	399.00 LF	\$	50.00	\$	19,950.00
71	MODIFY FENCING	1.00 LS	\$	4,000.00	\$	4,000.00
72	TEMPORARY CONSTRUCTION FENCING	1.00 LS	\$	3,100.00	\$	3,100.00

73	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	1,500.00	\$	1,500.00
74	CEMENT CONCRETE SIDEWALK	231.00 SY	\$	60.00	\$	13,860.00
75	RAMP DETECTABLE WARNING	32.00 SF	\$	35.00	\$	1,120.00
76	ILLUMINATION SYSTEM	1.00 LS	\$	8,700.00	\$	8,700.00
77	COMMUNICATION CONDUIT SYSTEM	1.00 LS	\$	71,000.00	\$	71,000.00
78	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	1,500.00	\$	1,500.00
79	PAVEMENT MARKING - DURABLE HEAT APPLIED	261.00 SF	\$	9.96	\$	2,599.56
80	GATE VALVE 12 IN.	1.00 EA	\$	8,900.00	\$	8,900.00
Schedule A-1 Subtotal					\$	<u>3,176,537.16</u>
Summary of Bid Items					Bid Total	\$ <u>3,176,537.16</u>



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	OPR 2023-0341
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2018099
<u>Bid #</u>	
<u>Requisition #</u>	CR 24715

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	LOREN SEARL 625-7821
<u>Contact E-Mail</u>	LSEARL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 – LOW BID AWARD – WELL ELECTRIC WELLFIELD (2018099) – HOLT SERVICES

Agenda Wording

Low Bid of Holt Services, Inc. of (Edgewood, WA) for the Well Electric Wellfield Feasibility Study in the amount of \$3,108,868.00 plus tax. An administrative reserve of \$310,886.80 plus tax, which is 10% of the contract, will be set aside.

Summary (Background)

On March 6, 2023 bids were opened for the above project. The low bid was from Holt Services, Inc. in the amount of \$3,108,868.00, which is \$642,168.00 or 26% over the Engineer's Estimate; no other bids were received.

Lease? NO	Grant related? NO	Public Works? YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 3,108,868.00	# 4250-42300-94340-56501-15788
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SEARL, LOREN	<u>Study Session\Other</u>	PIES 2/27/23
<u>Division Director</u>	MILLER, KATHERINE E	<u>Council Sponsor</u>	Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	ddaniels@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		eraea@spokanecity.org	
<u>Purchasing</u>	NECHANICKY, JASON	kgoodman@spokanecity.org	
		jgraff@spokanecity.org	
		pyoung@spokanecity.org	
		rstadeli@holtservicesinc.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Water
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org, 625-7800
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Wellfield Feasibility Study
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Water Dept & Integrated Capital Management Departments are undertaking a study to determine the feasibility of a new well station near the existing Well Electric well station at Upriver dam as shown on the attached exhibit.</p> <p>Currently, the Water Dept must suspend pumping at its existing Well Electric when the river flow is 15,000 cfs or greater because it creates ground water influence in the wells.</p> <p>A previous study recommended constructing deeper wells in the vicinity of Upriver dam that would be less susceptible to groundwater influence during high river flows.</p> <p>This project consists of the construction and development of two deep monitoring wells, one shallow monitoring well, and one test production well as part of the larger Well Electric well field study currently being conducted by a consultant.</p> <p>The wells will be drilled where shown on the attached exhibit. These test wells will ultimately determine the feasibility of constructing a new well station at one of these selected locations (existing site or just north across the Spokane River).</p>
Proposed Council Action	Background information for future request for council approval of consultant contract.
Fiscal Impact Total Cost: Click or tap here to enter text. 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: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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 project which will use this contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



Upriver Dam

Upriver Dam

Proposed test wells (city owned parcel)

Existing wells

Felts Field

Proposed test wells (city owned parcel)



City of Spokane
PUBLIC WORKS CONTRACT
**Title: WELL ELECTRIC WELLFIELD FEASIBILITY
STUDY – WELL DRILLING, CONSTRUCTION,
DEVELOPMENT, AND TESTING**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HOLT SERVICES, INC.**, whose address is 10621 East Todd Road, Edgewood, Washington 98372 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 **WELL ELECTRIC WELLFIELD FEASIBILITY STUDY – WELL DRILLING, CONSTRUCTION, DEVELOPMENT, AND TESTING.**
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 City Engineering Services File No. 2018099.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A2 for the actual quantities furnished for each bid item at a pre-tax total cost not to exceed \$3,108,868.00.

7. TAXES. Bid items in Schedule A2 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. 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. 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 to 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. 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.

HOLT SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule A2
- 23-050

PAYMENT BOND

We, **HOLT SERVICES, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$3,108,868.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **WELL ELECTRIC WELLFIELD FEASIBILITY STUDY – WELL DRILLING, CONSTRUCTION, DEVELOPMENT, AND TESTING**. 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 _____.

HOLT SERVICES, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **HOLT SERVICES, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$3,108,868.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **WELL ELECTRIC WELLFIELD FEASIBILITY STUDY – WELL DRILLING, CONSTRUCTION, DEVELOPMENT, AND TESTING**. 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 _____

HOLT SERVICES, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

HOLT SERVICES, INC.
Engineering Services No. 2018099

SCHEDULE A-2

Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
D1-1	APPRENTICE UTILIZATION	1.00 LS	\$0.00	\$0.00
D1-2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1.00 LS	\$1.00	\$1.00
1	MOBILIZATION AND DEMOBILIZATION	1.00 LS	\$70,000.00	\$70,000.00
2	EROSION AND SEDIMENT CONTROL	2.00 EA	\$1,500.00	\$3,000.00
3	WATER MANAGEMENT CONTROL	2.00 EA	\$1,500.00	\$3,000.00
4	SPILL PREVENTION, CONTROL, AND COUNTERMEASURES PLAN	2.00 LS	\$1,500.00	\$3,000.00
5	BOREHOLE DRILLING	800.00 LF	\$235.00	\$188,000.00
6	EXPLORATORY DRILLING	400.00 LF	\$265.00	\$106,000.00
7	MONITORING WELL CASING, FURNISH AND INSTALL	760.00 LF	\$50.00	\$38,000.00
8	WELL SCREEN, FURNISH AND INSTALL	40.00 LF	\$150.00	\$6,000.00
9	GRAVEL BACKFILL, FURNISH AND INSTALL	400.00 LF	\$25.00	\$10,000.00
10	WELL DEVELOPMENT	16.00 HR	\$1,000.00	\$16,000.00
11	FINE TRANSITION SAND, FURNISH AND INSTALL	20.00 LF	\$35.00	\$700.00
12	BENTONITE GROUT SLURRY, FURNISH AND PLACE	616.00 LF	\$40.00	\$24,640.00
13	BENTONITE CHIP SEAL, FURNISH AND PLACE	118.00 LF	\$30.00	\$3,540.00
14	WELL MONUMENT AND SURFACE COMPLETION	2.00 EA	\$750.00	\$1,500.00
A1-1	MOBILIZATION AND DEMOBILIZATION	1.00 LS	\$8,000.00	\$8,000.00
A1-2	BOREHOLE DRILLING	175.00 LF	\$150.00	\$26,250.00

A1-3	MONITORING WELL CASING, FURNISH AND INSTALL	155.00 LF	\$35.00	\$5,425.00
A1-4	WELL SCREEN, FURNISH AND INSTALL	20.00 LF	\$150.00	\$3,000.00
A1-5	WELL DEVELOPMENT	8.00 HR	\$1,000.00	\$8,000.00
A1-6	GRAVEL BACKFILL, FURNISH AND INSTALL	20.00 LF	\$20.00	\$400.00
A1-7	FINE TRANSITION SAND, FURNISH AND INSTALL	10.00 LF	\$30.00	\$300.00
A1-8	BENTONITE GROUT SLURRY, FURNISH AND PLACE	96.00 LF	\$35.00	\$3,360.00
A1-9	BENTONITE CHIP SEAL, FURNISH AND PLACE	44.00 LF	\$25.00	\$1,100.00
A1-10	WELL MONUMENT AND SURFACE COMPLETION	1.00 LS	\$750.00	\$750.00
A2-1	MOBILIZATION AND DEMOBILIZATION	1.00 LS	\$221,038.00	\$221,038.00
A2-2	SURFACE SEAL	175.00 LF	\$1,634.00	\$285,950.00
A2-3	20-INCH BOREHOLE DRILLING	230.00 LF	\$1,248.00	\$287,040.00
A2-4	DRIVE SHOE CUT	2.00 EA	\$12,411.00	\$24,822.00
A2-5	20-INCH PERMANENT WELL CASING	408.00 LF	\$188.00	\$76,704.00
A2-6	PLUMBNESS AND ALIGNMENT TEST	1.00 LS	\$11,519.00	\$11,519.00
A2-7	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH CASING BLANK	80.00 LF	\$239.00	\$19,120.00
A2-8	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH PIPE-SIZE WELL SCREEN	135.00 LF	\$557.00	\$75,195.00
A2-9	FILTER PACK ENVELOPE, FURNISH AND PLACE	215.00 LF	\$319.00	\$68,585.00
A2-10	WELL DEVELOPMENT, ZONAL IMPULSE GENERATION	40.00 HR	\$1,425.00	\$57,000.00
A2-11	WELL DEVELOPMENT, TEST PUMP	8.00 HR	\$700.00	\$5,600.00
A2-12	WELL VIDEO SURVEY	1.00 LS	\$3,200.00	\$3,200.00
A2-13	WELL DIRECTION	1.00 LS	\$16,107.00	\$16,107.00
A2-14	WELL SURFACE COMPLETION	1.00 LS	\$2,321.00	\$2,321.00

A2-15	STANDBY TIME	4.00 HR	\$1,150.00	\$4,600.00
A2-16	AUTHORIZED HOURLY WORK	4.00 HR	\$1,300.00	\$5,200.00
A3-1	FURNISH, INSTALL, AND REMOVE TEST PUMP AND APPURTENANCES	1.00 LS	\$28,009.00	\$28,009.00
A3-2	FURNISH, INSTALL, AND REMOVE DISCHARGE PIPE	250.00 LF	\$97.00	\$24,250.00
A3-3	TEST PUMPING	56.00 HR	\$685.00	\$38,360.00
A4-1	MOBILIZATION AND DEMOBILIZATION	1.00 LS	\$8,000.00	\$8,000.00
A4-2	BOREHOLE DRILLING	175.00 LF	\$150.00	\$26,250.00
A4-3	MONITORING WELL CASING, FURNISH AND INSTALL	155.00 LF	\$35.00	\$5,425.00
A4-4	WELL SCREEN, FURNISH AND INSTALL	20.00 LF	\$150.00	\$3,000.00
A4-5	WELL DEVELOPMENT	8.00 HR	\$1,000.00	\$8,000.00
A4-6	GRAVEL BACKFILL, FURNISH AND INSTALL	20.00 LF	\$20.00	\$400.00
A4-7	FINE TRANSITION SAND, FURNISH AND INSTALL	10.00 LF	\$30.00	\$300.00
A4-8	BENTONITE GROUT SLURRY, FURNISH AND PLACE	96.00 LF	\$35.00	\$3,360.00
A4-9	BENTONITE CHIP SEAL, FURNISH AND PLACE	44.00 LF	\$25.00	\$1,100.00
A4-10	WELL MONUMENT AND SURFACE COMPLETION	1.00 LS	\$750.00	\$750.00
A5-1	MOBILIZATION AND DEMOBILIZATION	1.00 LS	\$221,265.00	\$221,265.00
A5-2	SURFACE SEAL	175.00 LF	\$1,634.00	\$285,950.00
A5-3	20-INCH BOREHOLE DRILLING	230.00 LF	\$1,248.00	\$287,040.00
A5-4	DRIVE SHOE CUT	2.00 EA	\$12,411.00	\$24,822.00
A5-5	20-INCH PERMANENT WELL CASING	408.00 LF	\$188.00	\$76,704.00
A5-6	PLUMBNESS AND ALIGNMENT TEST	1.00 LS	\$11,519.00	\$11,519.00
A5-7	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH CASING BLANK	80.00 LF	\$239.00	\$19,120.00

A5-8	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH PIPE-SIZE SCREEN	135.00 LF	\$557.00	\$75,195.00
A5-9	FILTER PACK ENVELOPE, FURNISH AND PLACE	215.00 LF	\$319.00	\$68,585.00
A5-10	WELL DEVELOPMENT, ZONAL IMPULSE GENERATION	40.00 HR	\$1,425.00	\$57,000.00
A5-11	WELL DEVELOPMENT, TEST PUMP	8.00 HR	\$700.00	\$5,600.00
A5-12	WELL VIDEO SURVEY	1.00 LS	\$3,200.00	\$3,200.00
A5-13	WELL DISINFECTION	1.00 LS	\$16,107.00	\$16,107.00
A5-14	WELL SURFACE COMPLETION	1.00 LS	\$2,321.00	\$2,321.00
A5-15	STANDBY TIME	4.00 HR	\$1,150.00	\$4,600.00
A5-16	AUTHORIZED HOURLY WORK	4.00 HR	\$1,300.00	\$5,200.00
A6-1	FURNISH, INSTALL, AND REMOVE TEST PUMP AND APPURTENANCES	1.00 LS	\$28,109.00	\$28,109.00
A6-2	FURNISH, INSTALL, AND REMOVE DISCHARGE PIPE	1000.00 LF	\$37.00	\$37,000.00
A6-3	TEST PUMPING	56.00 HR	\$685.00	\$38,360.00
Schedule A-2 Subtotal				<u>\$3,108,868.00</u>

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

Project Number
Project Description

2018099
Well Electric Wellfield Feasibility Stu

				<i>Engineer's Estimate</i>		HOLT SERVICES, INC.	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	
Tax Classification							
Sales tax shall NOT be included in							
D1-1	APPRENTICE UTILIZATION	1	LS	7500	\$7,500.00	0	\$0.00
D1-2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	LS	5000	\$5,000.00	1	\$1.00
1	MOBILIZATION AND DEMOBILIZATION	1	LS	40000	\$40,000.00	70000	\$70,000.00
2	EROSION AND SEDIMENT CONTROL	2	EA	2500	\$5,000.00	1500	\$3,000.00
3	WATER MANAGEMENT CONTROL	2	EA	2500	\$5,000.00	1500	\$3,000.00
4	SPILL PREVENTION, CONTROL, AND COUNTERMEASURES PLAN	2	LS	2500	\$5,000.00	1500	\$3,000.00
5	BOREHOLE DRILLING	800	LF	200	\$160,000.00	235	\$188,000.00
6	EXPLORATORY DRILLING	400	LF	200	\$80,000.00	265	\$106,000.00
7	MONITORING WELL CASING, FURNISH AND INSTALL	760	LF	35	\$26,600.00	50	\$38,000.00
8	WELL SCREEN, FURNISH AND INSTALL	40	LF	150	\$6,000.00	150	\$6,000.00
9	GRAVEL BACKFILL, FURNISH AND INSTALL	400	LF	25	\$10,000.00	25	\$10,000.00
10	WELL DEVELOPMENT	16	HR	1000	\$16,000.00	1000	\$16,000.00
11	FINE TRANSITION SAND, FURNISH AND INSTALL	20	LF	35	\$700.00	35	\$700.00
12	BENTONITE GROUT SLURRY, FURNISH AND PLACE	616	LF	40	\$24,640.00	40	\$24,640.00
13	BENTONITE CHIP SEAL, FURNISH AND PLACE	118	LF	30	\$3,540.00	30	\$3,540.00
14	WELL MONUMENT AND SURFACE COMPLETION	2	EA	2500	\$5,000.00	750	\$1,500.00
A1-1	MOBILIZATION AND DEMOBILIZATION	1	LS	10000	\$10,000.00	8000	\$8,000.00
A1-2	BOREHOLE DRILLING	175	LF	200	\$35,000.00	150	\$26,250.00
A1-3	MONITORING WELL CASING, FURNISH AND INSTALL	155	LF	35	\$5,425.00	35	\$5,425.00
A1-4	WELL SCREEN, FURNISH AND INSTALL	20	LF	150	\$3,000.00	150	\$3,000.00
A1-5	WELL DEVELOPMENT	8	HR	1000	\$8,000.00	1000	\$8,000.00
A1-6	GRAVEL BACKFILL, FURNISH AND INSTALL	20	LF	25	\$500.00	20	\$400.00
A1-7	FINE TRANSITION SAND, FURNISH AND INSTALL	10	LF	35	\$350.00	30	\$300.00
A1-8	BENTONITE GROUT SLURRY, FURNISH AND PLACE	96	LF	40	\$3,840.00	35	\$3,360.00
A1-9	BENTONITE CHIP SEAL, FURNISH AND PLACE	44	LF	30	\$1,320.00	25	\$1,100.00
A1-10	WELL MONUMENT AND SURFACE COMPLETION	1	LS	2500	\$2,500.00	750	\$750.00
A2-1	MOBILIZATION AND DEMOBILIZATION	1	LS	90000	\$90,000.00	221038	\$221,038.00
A2-2	SURFACE SEAL	175	LF	625	\$109,375.00	1634	\$285,950.00
A2-3	20-INCH BOREHOLE DRILLING	230	LF	850	\$195,500.00	1248	\$287,040.00
A2-4	DRIVE SHOE CUT	2	EA	7500	\$15,000.00	12411	\$24,822.00
A2-5	20-INCH PERMANENT WELL CASING	408	LF	275	\$112,200.00	188	\$76,704.00
A2-6	PLUMBNESS AND ALIGNMENT TEST	1	LS	7500	\$7,500.00	11519	\$11,519.00
A2-7	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH CASING BLANK	80	LF	275	\$22,000.00	239	\$19,120.00
A2-8	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH PIPE-SIZE WELL SCREEN	135	LF	650	\$87,750.00	557	\$75,195.00
A2-9	FILTER PACK ENVELOPE, FURNISH AND PLACE	215	LF	325	\$69,875.00	319	\$68,585.00
A2-10	WELL DEVELOPMENT, ZONAL IMPULSE GENERATION	40	HR	1250	\$50,000.00	1425	\$57,000.00
A2-11	WELL DEVELOPMENT, TEST PUMP	8	HR	575	\$4,600.00	700	\$5,600.00
A2-12	WELL VIDEO SURVEY	1	LS	2500	\$2,500.00	3200	\$3,200.00
A2-13	WELL DIRECTION	1	LS	7500	\$7,500.00	16107	\$16,107.00

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

A2-14	WELL SURFACE COMPLETION	1	LS	7500	\$7,500.00	2321	\$2,321.00
A2-15	STANDBY TIME	4	HR	850	\$3,400.00	1150	\$4,600.00
A2-16	AUTHORIZED HOURLY WORK	4	HR	850	\$3,400.00	1300	\$5,200.00
A3-1	FURNISH, INSTALL, AND REMOVE TEST PUMP AND	1	LS	60000	\$60,000.00	28009	\$28,009.00
A3-2	FURNISH, INSTALL, AND REMOVE DISCHARGE PIPE	250	LF	125	\$31,250.00	97	\$24,250.00
A3-3	TEST PUMPING	56	HR	575	\$32,200.00	685	\$38,360.00
A4-1	MOBILIZATION AND DEMOBILIZATION	1	LS	10000	\$10,000.00	8000	\$8,000.00
A4-2	BOREHOLE DRILLING	175	LF	200	\$35,000.00	150	\$26,250.00
A4-3	MONITORING WELL CASING, FURNISH AND INSTALL	155	LF	35	\$5,425.00	35	\$5,425.00
A4-4	WELL SCREEN, FURNISH AND INSTALL	20	LF	150	\$3,000.00	150	\$3,000.00
A4-5	WELL DEVELOPMENT	8	HR	1000	\$8,000.00	1000	\$8,000.00
A4-6	GRAVEL BACKFILL, FURNISH AND INSTALL	20	LF	25	\$500.00	20	\$400.00
A4-7	FINE TRANSITION SAND, FURNISH AND INSTALL	10	LF	35	\$350.00	30	\$300.00
A4-8	BENTONITE GROUT SLURRY, FURNISH AND PLACE	96	LF	40	\$3,840.00	35	\$3,360.00
A4-9	BENTONITE CHIP SEAL, FURNISH AND PLACE	44	LF	30	\$1,320.00	25	\$1,100.00
A4-10	WELL MONUMENT AND SURFACE COMPLETION	1	LS	2500	\$2,500.00	750	\$750.00
A5-1	MOBILIZATION AND DEMOBILIZATION	1	LS	100000	\$100,000.00	221265	\$221,265.00
A5-2	SURFACE SEAL	175	LF	625	\$109,375.00	1634	\$285,950.00
A5-3	20-INCH BOREHOLE DRILLING	230	LF	850	\$195,500.00	1248	\$287,040.00
A5-4	DRIVE SHOE CUT	2	EA	7500	\$15,000.00	12411	\$24,822.00
A5-5	20-INCH PERMANENT WELL CASING	408	LF	275	\$112,200.00	188	\$76,704.00
A5-6	PLUMBNESS AND ALIGNMENT TEST	1	LS	7500	\$7,500.00	11519	\$11,519.00
A5-7	WELL SCREEN ASSEMBLY, FURNISH AND INSTALL 16-INCH CASING BLANK	80	LF	275	\$22,000.00	239	\$19,120.00
A5-8	WELL SCREEN ASSEMBLY, FURNISH AND INTALL 16-INCH PIPE- SIZE SCREEN	135	LF	650	\$87,750.00	557	\$75,195.00
A5-9	FILTER PACK ENVELOPE, FURNISH AND PLACE	215	LF	325	\$69,875.00	319	\$68,585.00
A5-10	WELL DEVELOPMENT, ZONAL IMPULSE GENERATION	40	HR	1250	\$50,000.00	1425	\$57,000.00
A5-11	WELL DEVELOPMENT, TEST PUMP	8	HR	575	\$4,600.00	700	\$5,600.00
A5-12	WELL VIDEO SURVEY	1	LS	2500	\$2,500.00	3200	\$3,200.00
A5-13	WELL DISINFECTION	1	LS	7500	\$7,500.00	16107	\$16,107.00
A5-14	WELL SURFACE COMPLETION	1	LS	7500	\$7,500.00	2321	\$2,321.00
A5-15	STANDBY TIME	4	HR	850	\$3,400.00	1150	\$4,600.00
A5-16	AUTHORIZED HOURLY WORK	4	HR	850	\$3,400.00	1300	\$5,200.00
A6-1	FURNISH, INSTALL, AND REMOVE TEST PUMP AND APPURTENANCES	1	LS	60000	\$60,000.00	28109	\$28,109.00
A6-2	FURNISH, INSTALL, AND REMOVE DISCHARGE PIPE	1000	LF	125	\$125,000.00	37	\$37,000.00
A6-3	TEST PUMPING	56	HR	575	\$32,200.00	685	\$38,360.00
Bid Total					\$2,466,700.00	\$3,108,868.00	

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

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	2,466,700.00	0.00	0.00	0.00	0.00	0.00	\$2,466,700.00
HOLT SERVICES, INC.	3,108,868.00	0.00	0.00	0.00	0.00	0.00	\$3,108,868.00

Low Bid Contractor: HOLT SERVICES, INC.

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	\$3,388,666.12	\$2,688,703.00	26.03 % Over Estimate
<i>Schedule 03</i>	\$0.00	\$0.00	0.00 % Over Estimate
<i>Bid Totals</i>	\$3,388,666.12	\$2,688,703.00	26.03 % Over Estimate



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	OPR 2023-0342
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	BT

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	SHAWNA ERNST 625-4106
<u>Contact E-Mail</u>	SERNST@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	0680 - CISCO NETWORK SWITCHES

Agenda Wording
 Purchase of network switches for the Dell PowerShare equipment that was bought in 2022. This will allow for encrypted network communication from the Dell PowerShare to SPD detectives.

Summary (Background)
 The Spokane Police Department requires network switches for the Dell PowerShare purchased in 2022 that will allow for encrypted network communication from the Dell PowerShare to Detectives. The PowerShare is used to securely house digital forensic evidence. Purchase will be made using Washington State Contract #5819 (NASPO AR3227) per interlocal agreement. Total before tax - \$66,109.18

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 28,864.14		# 5902-79115-94000-56409-99999
Expense \$ 43,194.86		# 5902-79115-21250-54820-99999
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session\Other</u>	PSCHC 03/06/2023
<u>Division Director</u>	MEIDL, CRAIG	<u>Council Sponsor</u>	Councilmember Cathcart
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	sernst	
<u>For the Mayor</u>	PERKINS, JOHNNIE	spdfinance	
<u>Additional Approvals</u>		cplascencia@spokanecity.org	

<u>Purchasing</u>		

ACI CCB Pod to PSB

Contract Information

WA, NASPO, AR3227 #05819

Quote Information:

Quote #: JJW204745

Version: 2

Quote Date: 02/09/2023

Expiration Date: 02/28/2023

Prepared for:

City of Spokane

Phillip Jenkins

(509) 625-6956

pjenkins@spokanecity.org

Bill To:

City of Spokane

IT Admin

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

itadmin@spokanecity.org

Ship To:

City of Spokane

Phillip Jenkins

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

N9K-C93180YC-FX - 35 day lead time

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
N9K-C93180YC-FX	Nexus 9300 with 48p 1/10/25G, 6p 40/100G, MACsec	2	\$30,437.78	\$13,240.43	\$26,480.86
CON-SNT-N93YCFX	12 Months SNTC-8X5XNBD Nexus 9300 with 48p	2	\$1,423.00	\$1,166.86	\$2,333.72
MODE-ACI-LEAF	Dummy PID for mode selection	2	\$0.00	\$0.00	\$0.00
NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	2	\$0.00	\$0.00	\$0.00
ACI-N9KDK9-15.2	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.2	2	\$0.00	\$0.00	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	2	\$0.00	\$0.00	\$0.00
NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust	4	\$0.00	\$0.00	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4	\$0.00	\$0.00	\$0.00
NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow	8	\$0.00	\$0.00	\$0.00
C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	2	\$28,221.00	\$12,276.14	\$24,552.28

N9K-C93180YC-FX - 35 day lead time

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	2	\$0.00	\$0.00	\$0.00
SFP-10G-SR=	10GBASE-SR SFP Module	24	\$1,220.52	\$530.93	\$12,742.32
				Subtotal:	\$66,109.18

Cisco Learning Credits

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
TRN-CLC-000	Cisco learning credits	3	\$1,000.00	\$0.00	\$0.00
				Subtotal:	\$0.00

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
N9K-C93180YC-FX - 35 day lead time	\$66,109.18
Cisco Learning Credits	\$0.00
Total:	\$66,109.18

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Spokane

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

Committee Agenda Sheet

Finance and Administration

Submitting Department	Spokane Police Department
Contact Name & Phone	Shawna Ernst – 509-625-4106
Contact Email	sernst@spokanepolice.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase from CompuNet – Cisco network switches
Summary (Background)	Spokane Police Department requires network switches for the Dell PowerShare purchased in 2022. This purchase will allow for encrypted network communication from the Dell PowerShare to Detectives. The PowerShare is used to securely house digital forensic evidence.
Proposed Council Action & Date:	Approval on March 20 th , 2023.
Fiscal Impact:	
Total Cost: \$66,109.18 in 2023, future replacement costs integrated into the ITSD replacement plan.	
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: SPD 2023 Capital 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?	
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:

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	OPR 2023-0343
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2022-0730
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER X7001
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	1970 - PRE-APPROVAL OF 7 SMALL RESPONSE VEHICLES

Agenda Wording
 Spokane Fire Department would like to receive pre-approval to purchase (4) Ford F-250 or similar, diesel, crew cab 4WD pickup trucks and (3) Chevrolet Tahoe/GMC Yukon, or similar diesel AWD sport utility vehicles.

Summary (Background)
 A prior, pre-approval request was granted by Council (OPR 2022-0730) in late 2022 but vehicle availability was very limited. Purchasing has requested that SFD obtain an updated approval from Council for CY2023. The prior-approved cost estimate was \$515,000.00. The estimate has been increased to \$565,000.00 to allow for annual price increases.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ \$565,000.00		# 5903-79125-94220-56404-99999
<u>Select</u> \$		#
<u>Select</u> \$		#
<u>Select</u> \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	Public Safety - 3/6/23
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	CM KINNEAR & CM CATHCART
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	bschaeffer@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	kschmitt@spokanecity.org	
<u>Additional Approvals</u>		fireaccounting@spokanecity.org	
<u>Purchasing</u>		dstockdill@spokanecity.org	

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer (509) 435-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pre-Approval for purchase of (7) Small Response Vehicles
Summary (Background)	<p>A prior, pre-approval request was granted by Council (OPR 2022-0730) in late 2022 but vehicle availability was very limited. Purchasing has requested that SFD obtain an updated approval from Council for CY2023. The prior-approved cost estimate was \$515,000. The estimate has been increased to \$565,000 to allow for annual price increases.</p> <p>Due to short order-bank windows, SFD is requesting pre-approval for the purchase of (4) Chevy Silverado 2500, or similar, diesel, crew cab, AWD pickup trucks and (3) Chevrolet Tahoe/GMC Yukon, or similar, diesel, AWD sport utility vehicles. These new vehicles will replace current small response vehicles that have reached the end of their programmed, frontline service life. The current units will be reassigned within the SFD as reserve or non-response units. Purchase details:</p> <ul style="list-style-type: none"> • Cost --\$565,000 – Estimated cost for these (7) vehicles, including 9.1% WA State motor vehicle tax. • Delivery – Late 2023/early 2024, depending on supply chain interruptions.
Proposed Council Action & Date:	Approval by 3/27/2023
Fiscal Impact: Total Cost: \$565,000 estimated. 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: Fire SIP Capital Reserves Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
These vehicles will be utilized in all areas of the City of Spokane.	
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?	

Collected data will primarily focus on response time and number of patients transported. These metrics apply to all groups equally.

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

Fuel expense data and maintenance costs will be monitored to ensure they are meeting data projections on fleet efficiency. Patient care data is collected via Patient Care Reports.

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?

SFD is proactively following State and City guidance to minimize, when operationally feasible, the purchase of conventional, fossil-fuel powered vehicles. This purchase supports the following Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/8/2023
<u>Clerk's File #</u>	OPR 2023-0344
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER X7001	<u>Project #</u>	
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1970 - FAIRCHILD AIR FORCE BASE MUTUAL AID AGREEMENT		

Agenda Wording

Five year Mutual Aid Agreement between the Fairchild Air Force Base and City of Spokane Fire Department.

Summary (Background)

The SFD has enjoyed a Mutual Aid Agreement with Fairchild for several decades with infrequent utilization. However, Mutual Aid Agreements are critical to maintain operational readiness, preparation, and disaster training for the region. Recently, the Fairchild AFB Fire Chief notified the City of the need to modify the existing agreement due to changes within the DOD caused by PFOS and PFAS contamination caused by firefighting foam surrounding DOD installations.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	Public Safety - 3/6/23
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	bschaeffer@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	Jason Rudy (jason.rudy.1@us.af.mil)	
<u>Additional Approvals</u>		fireaccounting@spokanecity.org	
<u>Purchasing</u>		kschmitt@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Fire
Contact Name	Brian Schaefer
Contact Email & Phone	bschaeffer@spokanefire.org 509-625-7001
Council Sponsor(s)	Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 0
Agenda Item Name	Fairchild AFB Mutual Aid Agreement
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The SFD has enjoyed a Mutual Aid Agreement with Fairchild for several decades with infrequent utilizations. However, Mutual Aid Agreements are critical to maintain operational readiness, preparation, and disaster training for the region. Recently, the Fairchild AFB Fire Chief notified the city of the need to modify the existing agreement due to changes within the Department of Defense caused by the PFOS and PFAS contamination caused by firefighting foam surrounding DOD installations.</p> <p>Prior to 2002, many fluorosurfactants used in Aqueous Film Forming Foam (AFFF) were PFOS-based, which resulted in AFFF that contained PFOS and precursors compounds that could form into PFOS, PFOA and other PFAS of concern. The SFD completely removed PFOS and PFAS containing AFFF from service during the period of 2006-2008.</p> <p>For incidents occurring in the City jurisdiction, the SFD Incident Commander is responsible for the risk management decisions and resulting tactics used during disasters.</p>
Proposed Council Action	Approve
Fiscal Impact	
Total Cost:– 0	
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: Fire/EMS budget	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The Mutual Aid Agreement guarantees assistance, talent, and specialized equipment from the Fairchild Air Force Base during disasters.	
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?

Mutual Aid contracts are constantly updated based on changing conditions (mergers, after action reviews, national experience)

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? SFD Strategic Plan Goal #1 Reduce the number and severity of emergency incidents. Goal #2 Foster an environment conducive to the safety and health of us all.

**AGREEMENT FOR MUTUAL AID
IN FIRE AND EMERGENCY SERVICES**

This Mutual Aid Agreement (the "Agreement"), is made and entered into this ___day of _____20_, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander (*Fairchild AFB*) pursuant to the authority of 42 U.S.C. § 1856a and the City of Spokane Fire Department located within Spokane County, State of Washington. Together the Air Force and City of Spokane Fire Department are hereinafter referred to as the "Parties".

***WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and AFI 32-2001, *Fire and Emergency Services Program*.

b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.

c. On request to a representative of the Fairchild Air Force Base fire department by a representative of the City of Spokane Fire Department, fire protection equipment and personnel of the Fairchild Air Force Base fire department will be dispatched to any point within the area for which the City of Spokane Fire Department normally provides fire protection services as designated by the representatives of the City of Spokane Fire Department .

d. On request to a representative of the City of Spokane Fire Department by a representative of the Fairchild Air Force Base fire department, fire protection equipment and personnel of the

City of Spokane Fire Department will be dispatched to any point within the jurisdiction of the Fairchild Air Force Base as designated by the representative of the Fairchild Air Force Base fire department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Sharing of non-encrypted Radio Frequencies/INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

(5) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the City of Spokane Fire Department normally provides fire protection services, parties agree to enter into a Unified Command as outlined in the Spokane County Field Operating Guides.

(7) Each party agrees that all responding agencies have the right to assign a Duty Officer to oversee the operations of their personnel as outlined in the Spokane County Field Operating Guides.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

(1) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), City of Spokane Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

(2) Furthermore, City of Spokane Fire Department agrees to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the City of Spokane Fire Department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect City of Spokane Fire Department's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the City of Spokane Fire Department, which obligation shall survive such termination.

g. Both Parties agree to implement the Incident Command System IAW Spokane County Field Operating Guides

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by City of Spokane Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for City of Spokane Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of City of Spokane Fire Department

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

I. Disputes.

(1) Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

(1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

(2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

(3) The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The City of Spokane Fire Departments obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:
Fairchild Air Force Base
Chesley L. Dycus
1 East Bong Street, Suite 228
Fairchild AFB, WA 99011

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

Fairchild Air Force Base
Jason Rudy
1001 Boston Ave
Fairchild AFB, WA 99011

For Spokane City Fire Department
Attention to: Brian Shaeffer, Fire Chief
44 W Riverside Ave
Spokane, WA 99201

TERMS OF THE AGREEMENT

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years (insert date) from that date (the “Term”). The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties’ senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For City of Spokane Fire Department

THE UNITED STATES OF
AMERICA
by the Secretary of the Air Force

By: _____

By: _____

Name: _____
FIRE CHIEF, Spokane, WA

Name: _____
COMMANDER, Fairchild Air Force Base

Date: _____

Date: _____



Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0345
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT - 2ND AVE APARTMENTSS		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Rad Space, LLC for the future construction of approximately 4 units, at Parcel Number(s) 35202.2701, commonly known as 528 E 2nd Ave. This Conditional Agreement will ultimately

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the 2nd Ave Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GARDNER, SPENCER	<u>Study Session\Other</u>	Urban Experience
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CMs Kinnear and
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sgardner@spokanecity.org	
<u>Additional Approvals</u>		mpiccolo@spokanecity.org	
<u>Purchasing</u>		Applicant: Paul Williams paulw@radspace.net	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – March 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Kinnear & Wilkerson, Stratton & Zappone, Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Four Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that all four of the Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, Harrington Apartments and 2nd Ave Apartments, and Garden District Apartments intend to finalize as 12-yr exemptions -- meeting the income and rent restrictions.</p> <p>Once the project is constructed, Haven & Wellesley Multifamily intends to finalize as an 8-yr exemption -- no income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the 4 MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson</p> <p>2nd Ave Apartments at the 3/27/2023, City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for four units at 528 E 2nd Ave. <ul style="list-style-type: none"> ○ Property is zoned Downtown University (DTU) and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$450,000 ○ Located in the East Central neighborhood.

Garden District Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a MFTE Agreement for **78 units at 2380 E 30th Ave, Spokane, WA.**
 - Property is zoned Residential Single Family and the proposed use is allowed.
 - Estimated Construction Costs of all phases: \$10,000,000.
 - Located in the Lincoln Heights neighborhood.

District 3 CM Sponsors: Zappone and Stratton

Harrington Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for **42 units at 1505 W Broadway & 719 N Walnut St.**
 - Property is zoned Centers & Corridors 1- Neighborhood Center (CC1-NC) and the proposed use is allowed.
 - Estimated Construction Costs of all phases: **\$14,000,000**
 - Located in the **West Central** neighborhood.

District 1 CM Sponsors: Cathcart and Bingle

Haven & Wellesley Multifamily at the 3/27/2023, City Council Meeting

- **Project Details:** The applicant applied for a MFTE Agreement for **29 units at 2929 & 2937 E Wellesley Ave.**
 - **Property is zoned Centers & Corridors 2 – District Center (CC2-DC) and the proposed use is allowed.**
 - **Estimated Construction Costs of all phases: \$4,800,000.**
 - **Located in the Hillyard neighborhood.**

Fiscal Impact:

Total Cost:

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

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?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

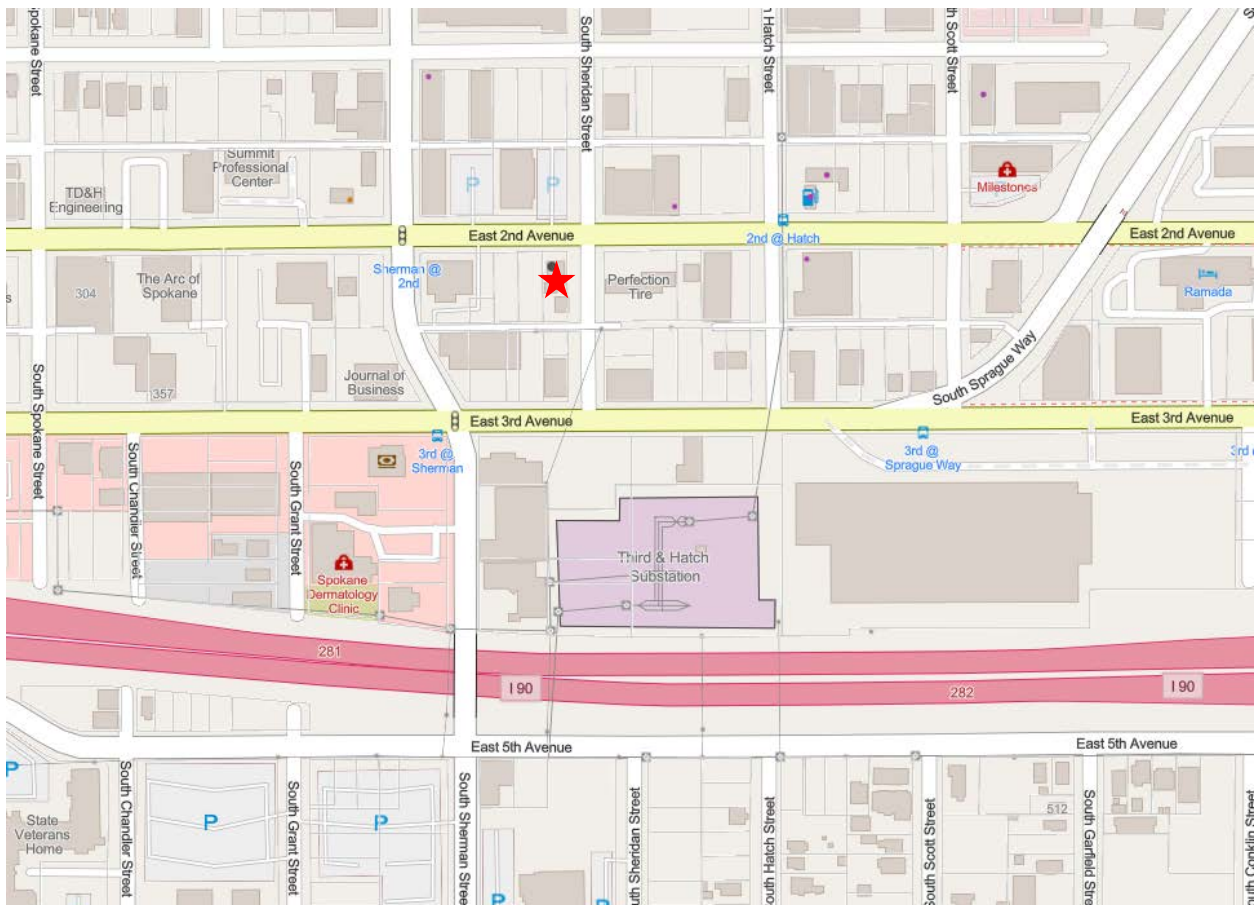
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

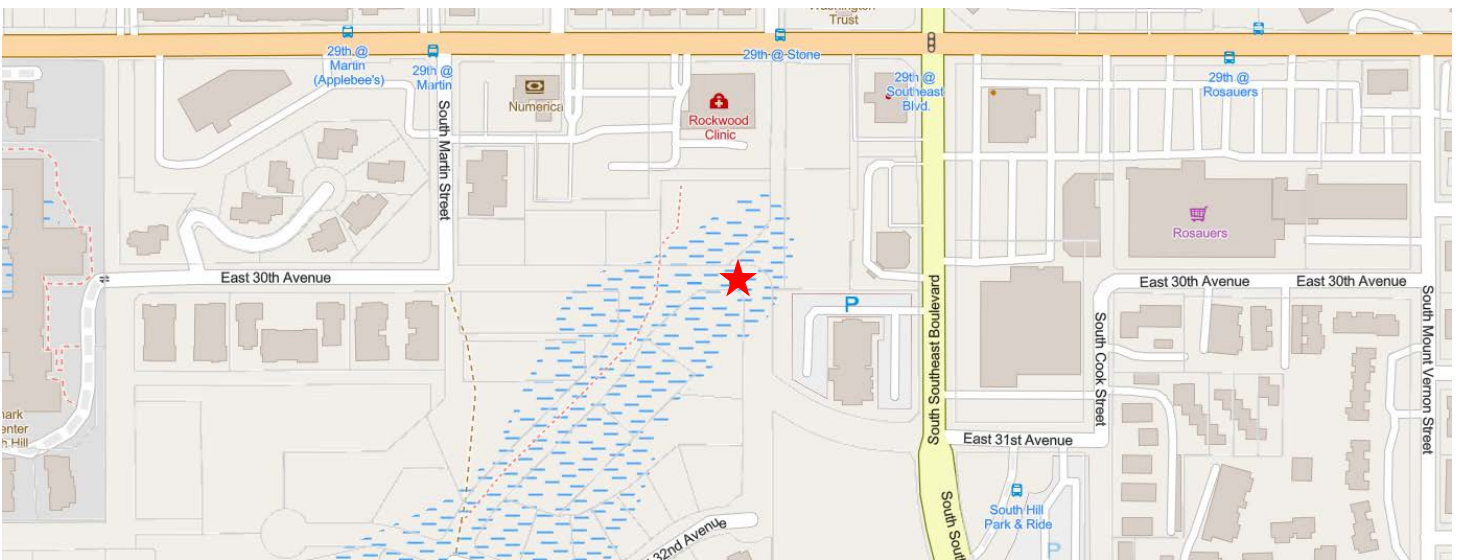
Site & Location: 2nd Ave Apartments



Site & Location: Harrington Apartments



Site and Location: Garden District Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and RAD SPACE LLC, as “Owner/Taxpayer” whose business address is 5830 E 2nd Ave, Unit 92972, Casper WY 82609.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

NOSLERS ADD L1 B22

Assessor’s Parcel Number(s) **35202.2701**, commonly known as 528 E 2ND AVE.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least twenty-five percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2023

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0346
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT - GARDEN DISTRICT APARTMENTS I		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Garden District Apartments I, LLC for the future construction of approximately 78 units, at Parcel Number(s) 35331.5306, 35331.4508, 35331.4509, 35331.4510, 35331.4401,

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Garden District Apartments I Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GARDNER, SPENCER	<u>Study Session\Other</u>	Urban Experience
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CMs Kinnear and
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sgardner@spokanecity.org	
<u>Additional Approvals</u>		mpiccolo@spokanecity.org	
<u>Purchasing</u>		Applicant: Ben Scandalis	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

35331.4402, 35331.5300, commonly known as 2386 E. 30th Ave. This Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Areas identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – March 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Kinnear & Wilkerson, Stratton & Zappone, Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Four Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that all four of the Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, Harrington Apartments and 2nd Ave Apartments, and Garden District Apartments intend to finalize as 12-yr exemptions -- meeting the income and rent restrictions.</p> <p>Once the project is constructed, Haven & Wellesley Multifamily intends to finalize as an 8-yr exemption -- no income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the 4 MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson</p> <p>2nd Ave Apartments at the 3/27/2023, City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for four units at 528 E 2nd Ave. <ul style="list-style-type: none"> ○ Property is zoned Downtown University (DTU) and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$450,000 ○ Located in the East Central neighborhood.

Garden District Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a MFTE Agreement for **78 units at 2380 E 30th Ave, Spokane, WA.**
 - Property is zoned Residential Single Family and the proposed use is allowed.
 - Estimated Construction Costs of all phases: \$10,000,000.
 - Located in the Lincoln Heights neighborhood.

District 3 CM Sponsors: Zappone and Stratton

Harrington Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for **42 units at 1505 W Broadway & 719 N Walnut St.**
 - Property is zoned Centers & Corridors 1- Neighborhood Center (CC1-NC) and the proposed use is allowed.
 - Estimated Construction Costs of all phases: **\$14,000,000**
 - Located in the **West Central** neighborhood.

District 1 CM Sponsors: Cathcart and Bingle

Haven & Wellesley Multifamily at the 3/27/2023, City Council Meeting

- **Project Details:** The applicant applied for a MFTE Agreement for **29 units at 2929 & 2937 E Wellesley Ave.**
 - **Property is zoned Centers & Corridors 2 – District Center (CC2-DC) and the proposed use is allowed.**
 - **Estimated Construction Costs of all phases: \$4,800,000.**
 - **Located in the Hillyard neighborhood.**

Fiscal Impact:

Total Cost:

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

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?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

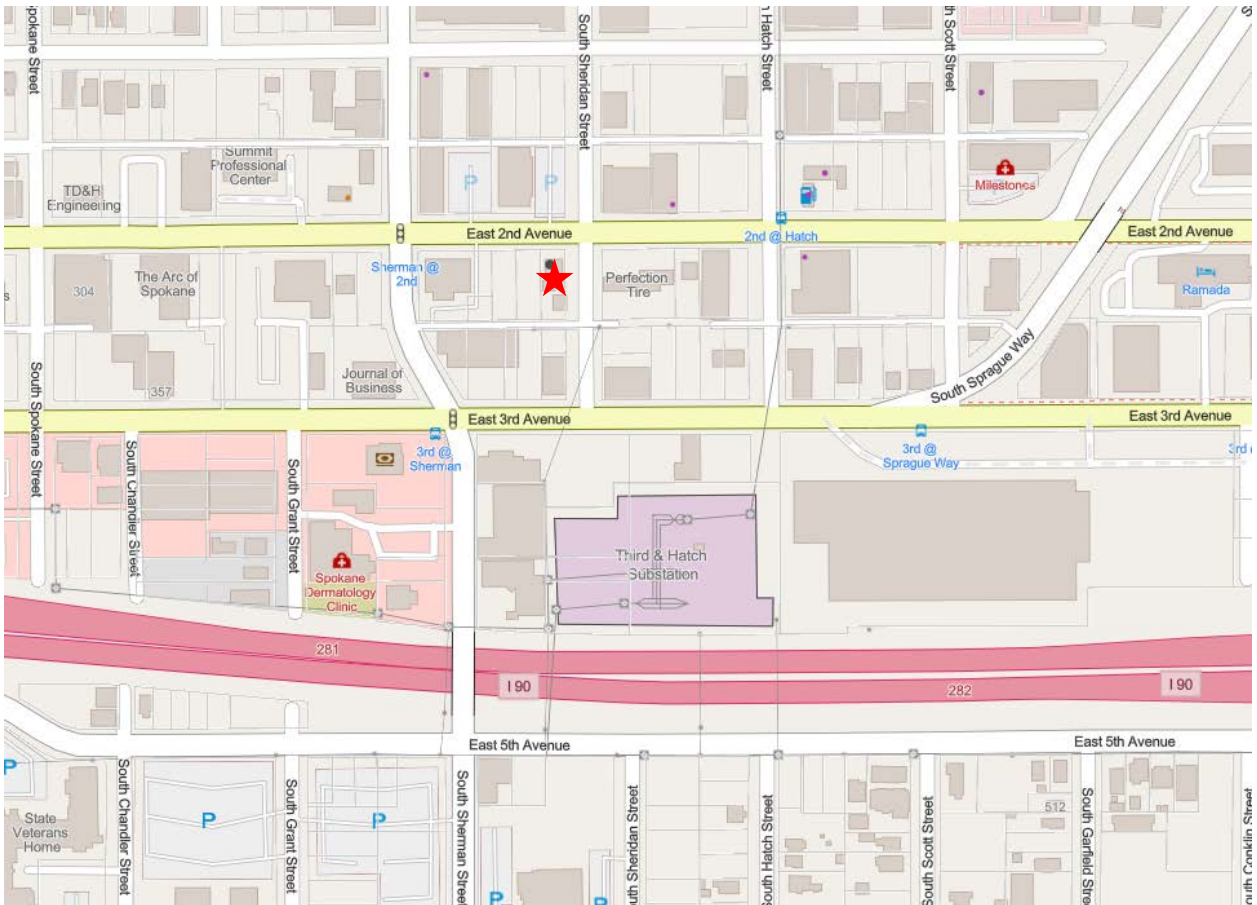
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

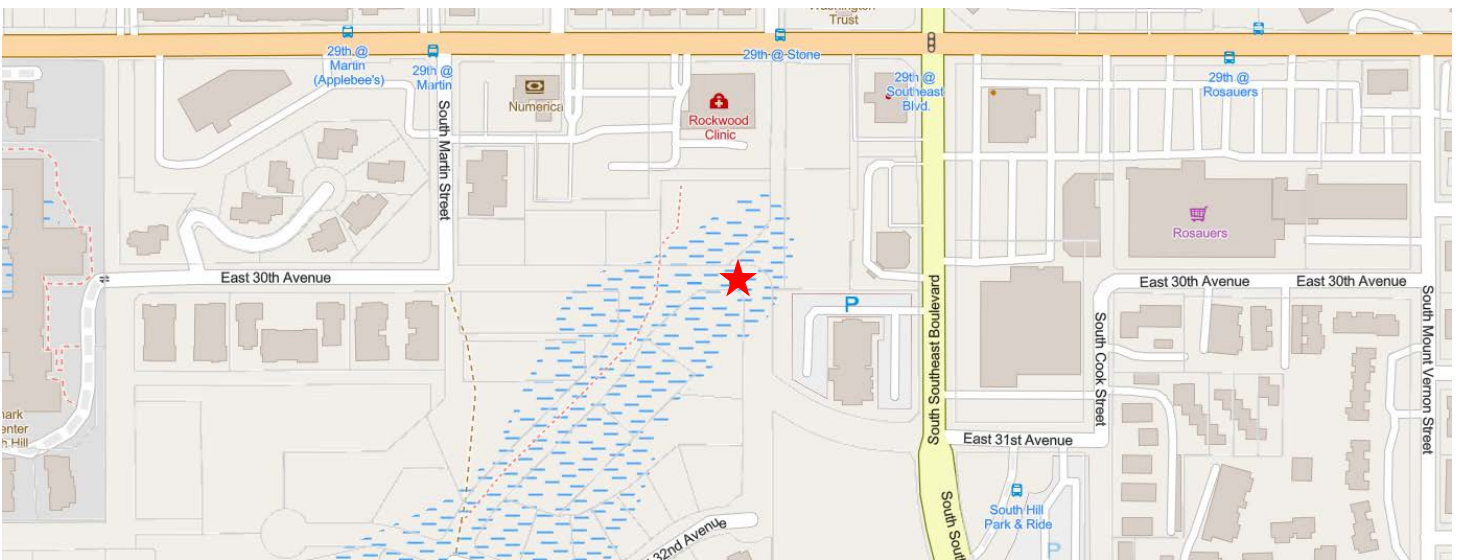
Site & Location: 2nd Ave Apartments



Site & Location: Harrington Apartments



Site and Location: Garden District Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Garden District Apartments I, LLC, as “Owner/Taxpayer” whose business address is 1421N Meadowwood Lane Ste 200 Liberty Lake, WA 99019.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

33-25-43: GARDEN DISTRICT: LT1 BK2 (AFN 7150103), 33-25-43: GARDEN DISTRICT: LT2 BK2 (AFN 7150103), 33-25-43: GARDEN DISTRICT: LT8 BK5 (AFN 7150103), 33-25-43: GARDEN DISTRICT: LT9 BK5 (AFN 7150103), 33-25-43: GARDEN DISTRICT: LT10 BK5 (AFN 7150103), 33-25-43: GARDEN DISTRICT: TRACT F (AFN 7150103)

Assessor’s Parcel Number(s) 35331.4401, 35331.4402, 35331.4508, 35331.4509, 35331.4510, 35331.5303, 35331.5306 commonly known as 2386 E. 30th Ave.

WHEREAS, this property is located in the Affordable Housing Emphasis Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 78 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing

of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least thirty percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 20YY

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0347
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT - HARRINGTON APARTMENTS		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Spencer Harrington for the future construction of approximately 42 units, at Parcel Number(s) 25134.0202 & 25134.0201, commonly known as 1505 W Broadway and 719 N Walnut.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Harrington Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GARDNER, SPENCER	<u>Study Session\Other</u>	Urban Experience
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CMs Stratton and
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sgardner@spokanecity.org	
<u>Additional Approvals</u>		mpiccolo@spokanecity.org	
<u>Purchasing</u>		Applicant: Spencer Harrington	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – March 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Kinnear & Wilkerson, Stratton & Zappone, Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Four Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that all four of the Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, Harrington Apartments and 2nd Ave Apartments, and Garden District Apartments intend to finalize as 12-yr exemptions -- meeting the income and rent restrictions.</p> <p>Once the project is constructed, Haven & Wellesley Multifamily intends to finalize as an 8-yr exemption -- no income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the 4 MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson</p> <p>2nd Ave Apartments at the 3/27/2023, City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for four units at 528 E 2nd Ave. <ul style="list-style-type: none"> ○ Property is zoned Downtown University (DTU) and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$450,000 ○ Located in the East Central neighborhood.

	<p>Garden District Apartments at the 3/27/2023, City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a MFTE Agreement for 78 units at 2380 E 30th Ave, Spokane, WA. <ul style="list-style-type: none"> ○ Property is zoned Residential Single Family and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$10,000,000. ○ Located in the Lincoln Heights neighborhood. <p>District 3 CM Sponsors: Zappone and Stratton</p> <p>Harrington Apartments at the 3/27/2023, City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 42 units at 1505 W Broadway & 719 N Walnut St. <ul style="list-style-type: none"> ○ Property is zoned Centers & Corridors 1- Neighborhood Center (CC1-NC) and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$14,000,000 ○ Located in the West Central neighborhood. <p>District 1 CM Sponsors: Cathcart and Bingle</p> <p>Haven & Wellesley Multifamily at the 3/27/2023, City Council Meeting</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a MFTE Agreement for 29 units at 2929 & 2937 E Wellesley Ave. <ul style="list-style-type: none"> ○ Property is zoned Centers & Corridors 2 – District Center (CC2-DC) and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$4,800,000. ○ Located in the Hillyard neighborhood.
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Fiscal Impact:

Total Cost:
 Approved in current year budget? Yes No N/A

Funding Source One-time Recurring
 Specify funding source:

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?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

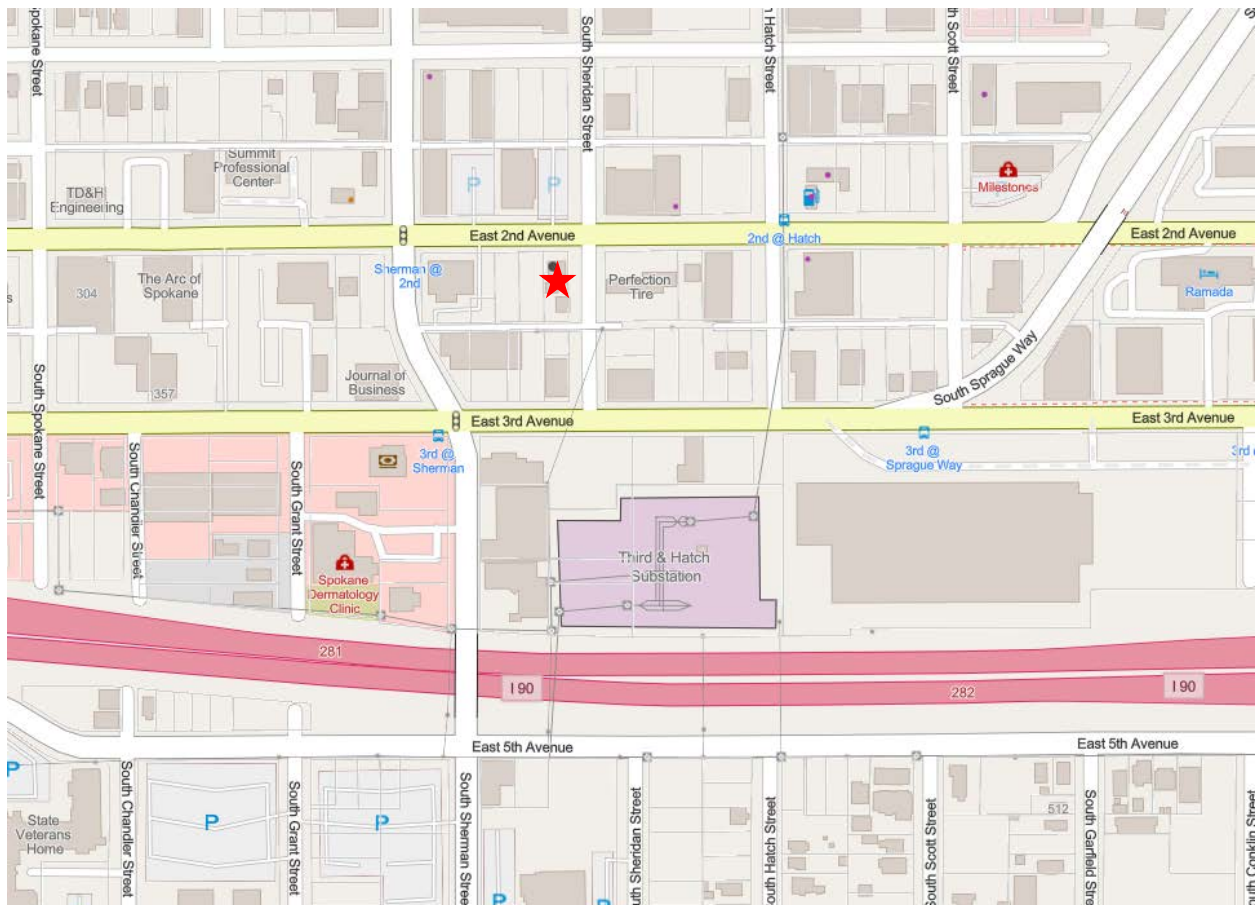
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

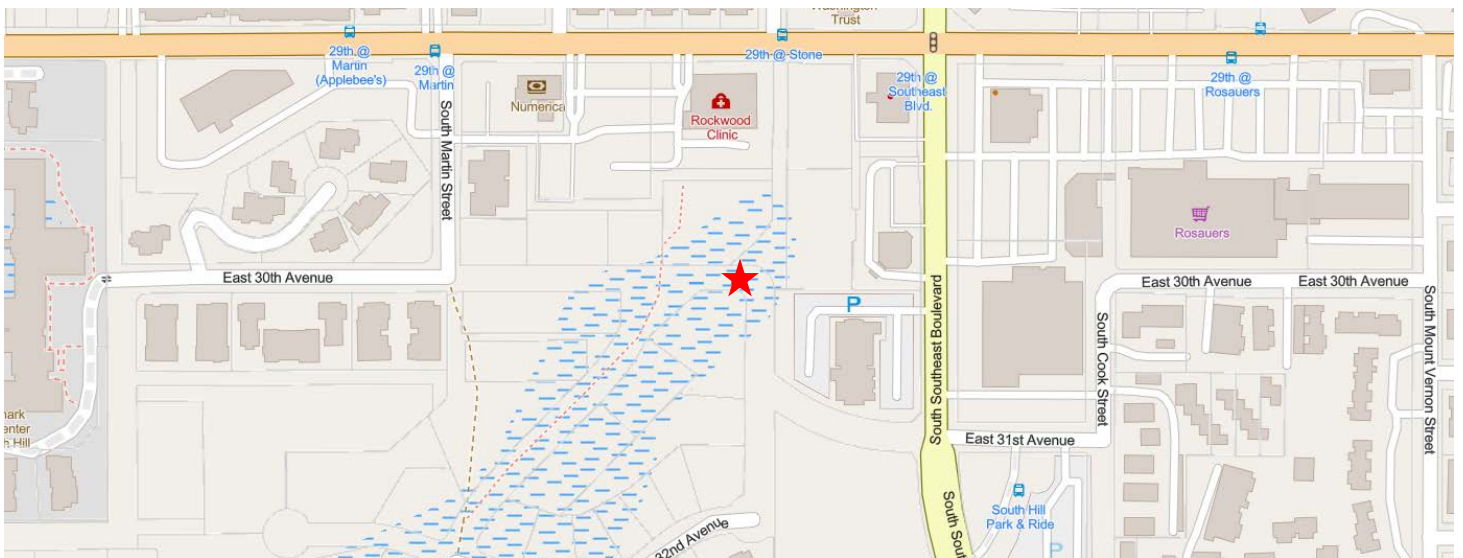
Site & Location: 2nd Ave Apartments



Site & Location: Harrington Apartments



Site and Location: Garden District Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Spencer Harrington, as “Owner/Taxpayer” whose business address is 1517 W Broadway Ave, Spokane, WA 99201.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

CHANDLER 2ND S6FT OF L1 ;ALL L2 B2 AND CHANDLER 2ND L3 B2

Assessor’s Parcel Number(s) 25134.0201 & 25134.0202, commonly known as 1505 W Broadway and 719 N Walnut.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 42 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least thirty percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 20YY

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
03/27/2023

Date Rec'd	11/16/2022
Clerk's File #	OPR 2023-0348
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT - HAVEN & WELLESLEY MULTIFAMILY		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Willie Willey, LLC for the future construction of approximately 29 units, at Parcel Number(s) 35033.1304 & 35033.1305, commonly known as 2929 & 2937 E Wellesley

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Haven & Wellesley Multifamily Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GARDNER, SPENCER	<u>Study Session\Other</u>	Urban Experience
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CMs Cathcart and Bingle
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sgardner@spokanecity.org	
<u>Additional Approvals</u>		mpiccolo@spokanecity.org	
<u>Purchasing</u>		Applicant: David Guthrie	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Ave. This Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Areas identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – March 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Kinnear & Wilkerson, Stratton & Zappone, Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Four Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that all four of the Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, Harrington Apartments and 2nd Ave Apartments, and Garden District Apartments intend to finalize as 12-yr exemptions -- meeting the income and rent restrictions.</p> <p>Once the project is constructed, Haven & Wellesley Multifamily intends to finalize as an 8-yr exemption -- no income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the 4 MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson</p> <p>2nd Ave Apartments at the 3/27/2023, City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for four units at 528 E 2nd Ave. <ul style="list-style-type: none"> ○ Property is zoned Downtown University (DTU) and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$450,000 ○ Located in the East Central neighborhood.

Garden District Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a MFTE Agreement for **78 units at 2380 E 30th Ave, Spokane, WA.**
 - Property is zoned Residential Single Family and the proposed use is allowed.
 - Estimated Construction Costs of all phases: \$10,000,000.
 - Located in the Lincoln Heights neighborhood.

District 3 CM Sponsors: Zappone and Stratton

Harrington Apartments at the 3/27/2023, City Council Meeting.

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for **42 units at 1505 W Broadway & 719 N Walnut St.**
 - Property is zoned Centers & Corridors 1- Neighborhood Center (CC1-NC) and the proposed use is allowed.
 - Estimated Construction Costs of all phases: **\$14,000,000**
 - Located in the **West Central** neighborhood.

District 1 CM Sponsors: Cathcart and Bingle

Haven & Wellesley Multifamily at the 3/27/2023, City Council Meeting

- **Project Details:** The applicant applied for a MFTE Agreement for **29 units at 2929 & 2937 E Wellesley Ave.**
 - **Property is zoned Centers & Corridors 2 – District Center (CC2-DC) and the proposed use is allowed.**
 - **Estimated Construction Costs of all phases: \$4,800,000.**
 - **Located in the Hillyard neighborhood.**

Fiscal Impact:

Total Cost:

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

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?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

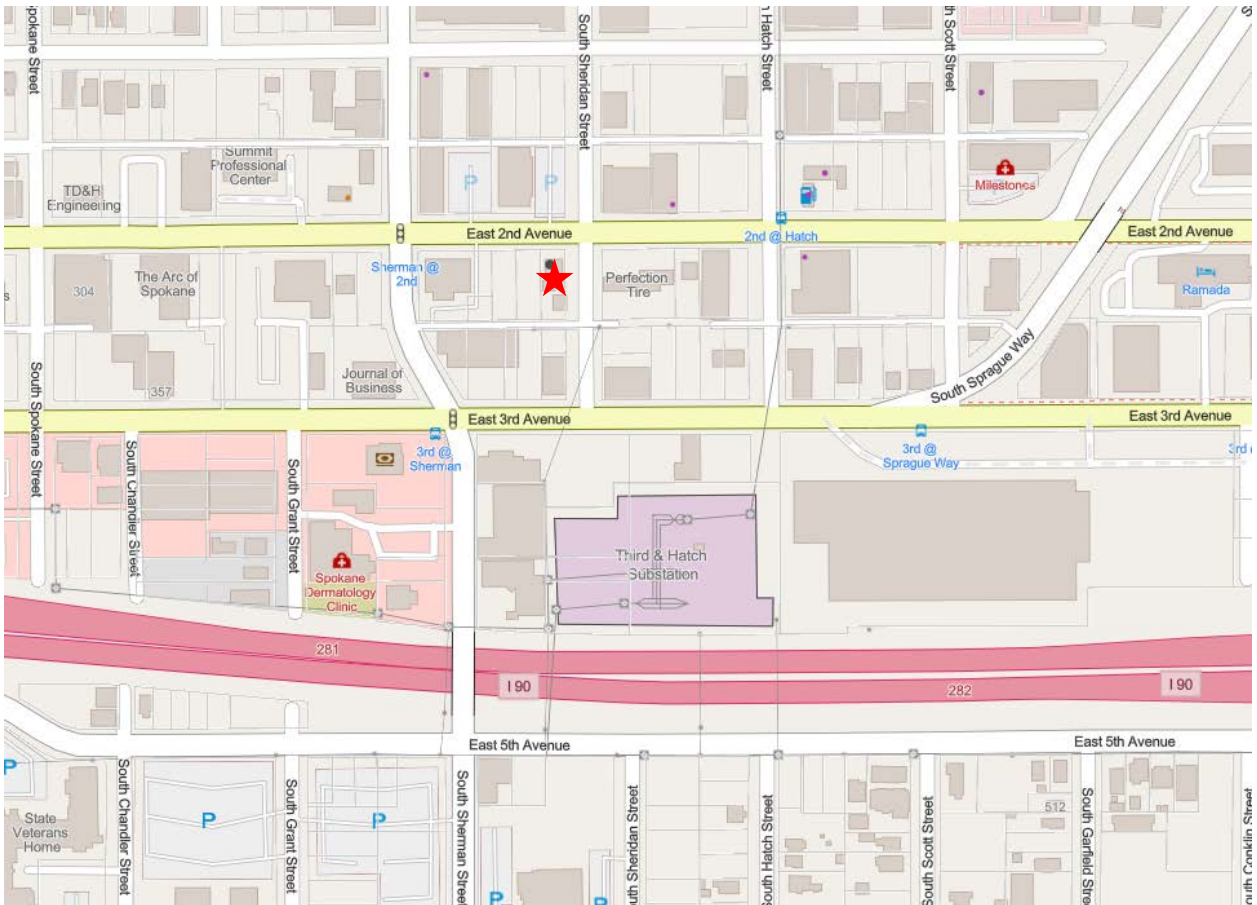
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Site & Location: 2nd Ave Apartments



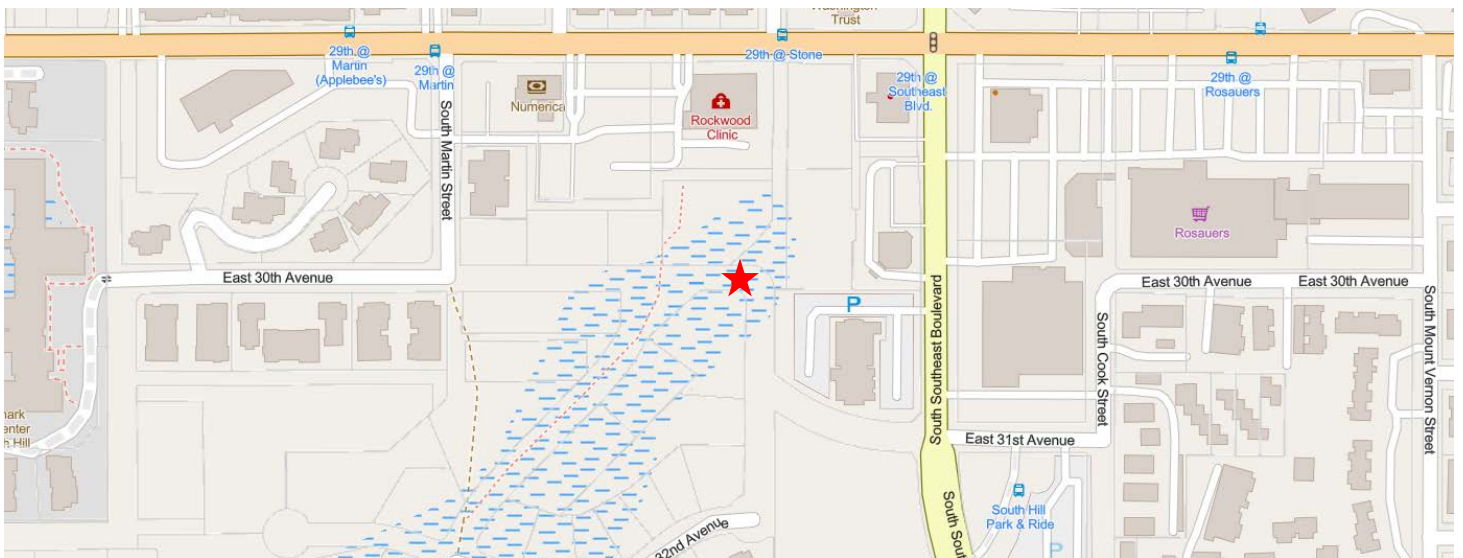
Site & Location: Harrington Apartments



25134.0201-2
 1505 W BROADWAY AVE 01/19/2006



Site and Location: Garden District Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Willie Willey LLC, as “Owner/Taxpayer” whose business address is 1915 W 5th Ave Spokane, WA 99201.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

34-26-43: HILLYARD ADDITION LOT 14 BLOCK 22; EXCEPT PORTION DEEDED TO WSDOT FOR RIGHT OF WAY AFN 7187221.AND34-26-43: HILLYARD ADDITION LOTS 15 & 16 BLOCK 22; EXCEPT PORTION DEEDED TO WSDOT FOR RIGHT OF WAY AFN 7187221.

Assessor’s Parcel Number(s) 35033.1304 & 35033.1305, commonly known as 2929 & 2937 E Wellesley Ave.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 29 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing

of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least thirty percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 20YY

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/9/2023
<u>Clerk's File #</u>	OPR 2023-0349
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 24737

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JACQUI MACCONNELL 625-4109
<u>Contact E-Mail</u>	JMACCONNELL@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0680-4-YEAR LEXIPOL SUBSCRIPTION

Agenda Wording
 Four year subscription with Lexipol for police policy & training bulletins.

Summary (Background)
 Lexipol is a private company that provides continuously updated policies for public safety and local government. They also provide online training and an electronic policy management platform that allows us disseminate our policies electronically through which we can also track who has accepted the updated policies. Contract period 4/1/2023 through 3/31/2027 for a total cost of \$215,374.68 not including tax. Sourcewell contract 011822-LXP.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>	<u>Budget Account</u>	
<u>Expense</u> \$ 215,374.68	# 0680-11470-21140-54904-99999	
<u>Select</u> \$	#	
<u>Select</u> \$	#	
<u>Select</u> \$	#	

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MACCONNELL, JACQUI	<u>Study Session\Other</u>	PSCHC 03/06/2023
<u>Division Director</u>	MACCONNELL, JACQUI	<u>Council Sponsor</u>	Councilmember Bingle
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	jmacconnell	
<u>For the Mayor</u>	ORMSBY, MICHAEL	spdfinance	
<u>Additional Approvals</u>		sernst	
<u>Purchasing</u>	NECHANICKY, JASON	DocuSign: Rick Olexa ROlexa@lexipol.com	



MASTER SERVICE AGREEMENT

Agency's Name: Spokane Police Department
Agency's Address: 1100 W Mallon Ave
Spokane, Washington 99260

Agency's Sourcewell Member ID: 33592

Attention:

Sales Rep: Richard Olexa
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Spokane Police Department

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Year One 4/1/2023-3/31/2024

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 4/1/2023 End: 3/31/2024)	USD 46,539.42	USD 46,539.42
1	Annual Law Enforcement Supplemental Manual(s) w/Procedures (Start: 4/1/2023 End: 3/31/2024)	USD 4,940.95	USD 4,940.95
	Subscription Line Items Total		USD 51,480.37
			USD 51,480.37
Year One 4/1/2023-3/31/2024 TOTAL:			USD 51,480.37

Year Two 4/1/2024-3/31/2025

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 4/1/2024 End: 3/31/2025)	USD 47,935.60	USD 47,935.60
1	Annual Law Enforcement Supplemental Manual(s) w/Procedures (Start: 4/1/2024 End: 3/31/2025)	USD 5,089.18	USD 5,089.18
	Subscription Line Items Total		USD 53,024.78
			USD 53,024.78
Year Two 4/1/2024-3/31/2025 TOTAL:			USD 53,024.78

Year Three 4/1/2025-3/31/2026

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 4/1/2025 End: 3/31/2026)	USD 49,373.67	USD 49,373.67
1	Annual Law Enforcement Supplemental Manual(s) w/Procedures (Start: 4/1/2025 End: 3/31/2026)	USD 5,241.86	USD 5,241.86
	Subscription Line Items Total		USD 54,615.53
			USD 54,615.53
Year Three 4/1/2025-3/31/2026 TOTAL:			USD 54,615.53

Year Four 4/1/2026-3/31/2027

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 4/1/2026 End: 3/31/2027)	USD 50,854.88	USD 50,854.88
1	Annual Law Enforcement Supplemental Manual(s) w/Procedures (Start: 4/1/2026 End: 3/31/2027)	USD 5,399.12	USD 5,399.12

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
Subscription Line Items Total			USD 56,254.00
			USD 56,254.00
Year Four 4/1/2026-3/31/2027 TOTAL:			USD 56,254.00

*Law Enforcement pricing is based on 346 Law Enforcement Sworn Officers.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

All pricing includes a 5% Sourcewell discount.

Exhibit B

Terms and Conditions of Service

1. **Definitions.** For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 **"Agency"** means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 **"Agreement"** means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 **"Derivative Work(s)"** means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 **"Effective Date"** means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 **"Initial Term"** means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 **"Service(s)"** means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 **"Subscription Materials"** means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. **Term.** The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. **Termination.**

3.1 **For Cause.** The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 **For Convenience.** The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. Effect of Expiration or Termination. Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. Fees and Invoicing. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. Service-Specific Terms. The following sections apply to specific Lexipol Services:

6.1 Policy. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 Learning. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally; Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. Confidentiality. During the term of the Agreement, either party may be required to disclose information to the other party that is marked “confidential” or is of such a type that the confidentiality thereof is reasonably apparent (collectively, “Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party’s personnel or agents.

10. Warranty Disclaimer. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. Limitation of Liability. Lexipol’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. General Terms.

12.1 General Interpretation. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 Invalidity of Provisions. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

12.3 Waiver. Lexipol’s failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

- 1. Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
- 2. Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
- 3. Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmember Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5-Year subscription agreement for police policy manual & training bulletins
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Lexipol is a private company that provides continuously updated policies for public safety and local government. They also provide on-line training and an electronic policy management platform that allows us disseminate our policies electronically through which we can also track who has accepted the updated policies. The department is able to review their updates and accept the updates that apply to our department just as we are able to personalize the policies for the Spokane Police Department.</p> <p>This subscription agreement is for 5 years with costs as follows:</p> <ul style="list-style-type: none"> • 2023 - \$51,480.37 • 2024 - \$53,024.78 • 2025 - \$54,615.53 • 2026 - \$56,254.00 • 2027 - \$57,941.62
Proposed Council Action	Approval of agreement – March 20 th
Fiscal Impact	
Total Cost: <u>\$273,316.30</u>	
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: Police operating budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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?



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2022

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 RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	CONTACT NAME: Symone White PHONE (A/C. No. Ext): 312-856-9400 E-MAIL ADDRESS: swhite@rbninsurance.com	FAX (A/C. No): 312-856-9425
	INSURER(S) AFFORDING COVERAGE	
INSURED Lexipol, LLC The Praetorian Group; Cordico Practice Management, LLC; Cordico Inc.; The Rodgers Group, LLC 2611 Internet Blvd., Suite 100 Frisco TX 75034	INSURER A: Continental Casualty Company NAIC # 20443	
	INSURER B: Continental Insurance Company NAIC # 35289	
	INSURER C: Hiscox Insurance Co. Inc. NAIC # 10200	
	INSURER D: Transportation Insurance Co NAIC # 20494	
	INSURER E: Valley Forge Insurance Company NAIC # 20508	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 735848083

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6043284498	8/20/2022	8/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6043284484	8/20/2022	8/20/2023	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			6043284520	8/20/2022	8/20/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E 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	N/A	7015542800 7015542845	8/20/2022 8/20/2022	8/20/2023 8/20/2023	<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
C	Professional Liab/Multimedia Liab			US UUA 2688184.22	8/20/2022	8/20/2023	Each Claim/Aggregate 5,000,000

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

The City of Spokane is an Additional Insured as respects General Liability as required by a written contract or written agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Police Department
 1100 W. Mallon Avenue
 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

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Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	OPR 2021-0502
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CODE ENFORCEMENT & PARKING SERVICES
<u>Contact Name/Phone</u>	LUIS GARCIA 509-625-6850
<u>Contact E-Mail</u>	LGARCIA@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1460- MACKAY METERS, INC.CONTRACT AMENDMENT

Agenda Wording
 Parking Services contract amendment with Mackay Meters, Inc.(OPR 2021-0502) to purchase additional meters.

Summary (Background)
 This contract amendment with cost allows the City to purchase an additional 880 single and 205 dual space meters in addition to spares and meters needed due to attrition or damage. The amendment also adds items to the cost and fees document (exhibit H) that were not on the original contract but keeps all other costs and fees the same. Adding more meters to the Paid Parking Zone will save Parking Services a minimum of \$500,000 in cost savings from the purchase of more meters instead of kiosks

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ 1,850,000		# 5901-79221-95650-56401-24002
<u>Select</u> \$		#
<u>Select</u> \$		#
<u>Select</u> \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GARCIA, LUIS	<u>Study Session\Other</u>	3.6.22 - Public Safety and Comm Health
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	james.mackay@mackaymeters.com (signer)	
<u>For the Mayor</u>	PERKINS, JOHNNIE	david.forbes@mackaymeters.com	
<u>Additional Approvals</u>		darren.stroud@mackaymeters.com	
<u>Purchasing</u>		lgarcia@spokanecity.org, mwilliams@spokanecity.org	
		jray@spokanecity.org	
		parkingservicesaccounting@spokanecity.org	

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Costs and Fees for Mackay Meters, Inc.

Item	Description	Price	Unit or Period
1. Hardware			
mkBeacon	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-799*	\$470.00	Each
	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 800 +*	\$460.00	Each
mkBeacon 2Bay	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-499*	\$650.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 500 -2499*	\$625.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 2500 +*	\$605.00	Each
	* The following items are included		
	1) Credit Card Processing / PCI Gateway Fee (per transaction),		
	2) Back Office/Management System Fee (Sentinel and mkAnalytics)		
	3) Training		
	4) Download parameters to mkBeacon to set up rate structure, etc.		
	5) Decals (initial to go on newly purchased device)		
	6) New lock combination as well as a number of corresponding keys.		
	7) One mkBeacon 4 channel Lithium-Ion Battery Charger		
Near-Field Communication (NFC) Card Reader	MacKay offers EMV (Europay, Mastercard, and Visa) payment via contactless card reader payment. Can be added at any time.	\$100.00	Each
MKH4500 Vault	New Iron Housing comes with a closed coin can and key	\$75.00	Each
Pole	Cost for a new pole which goes under the mkBeacon or mkBeacon 2Bay	\$75.00	Each
2. Software			
mkBeacon	Ongoing monthly fee for mkBeacon software (per device)	\$6.00	Each
mkBeacon 2Bay	Ongoing monthly fee for mkBeacon 2Bay software (per device)	\$10.00	Each
3. Warranty			
mkBeacon or mkBeacon 2Bay	1 Year Warranty (per device)	Included	Each
	2 Year Warranty (per device)	Included	Each
	3 Year Warranty (per device). Billed at time of purchase.	\$40.00	Each
	4 Year Warranty (per device). Billed at time of purchase.	\$80.00	Each
	5 Year Warranty (per device). Billed at time of purchase.	\$120.00	Each
4. Additional Costs			
Passport Payment Display	Fee to display Passport Pay by Phone payment transaction on mkBeacon or mkBeacon 2Bay	\$.10	Each
Installation	Install mkBeacon or mkBeacon 2Bay parking meter at an existing location. Installation is on pre-prepared locations. No civil work is included. Pole preparation is responsibility of the City. Removal, hauling and recycling of existing single space meters is the responsibility of the City.	\$25.00	Each
Development	Cost to develop and set-up new interfaces and reports	\$2,500.00	Each
System Integration	Cost to integrated with third party vendor (system)	\$3,000.00	Each
Field Work and Programming	Cost for one (1) technician to do field work and programming (8-5)	\$ 1,000.00	Day
Meter Bag	Meter Bag with clear top for mkBeacon or mkBeacon 2Bay	\$95.00	Each
Faceplate Decal	Purple, Blue and Green	\$20.00	Each
Brow Decal	Purple, Blue and Green (Single and Dual)	\$5.00	Each
Disabled Parking Decal	Purple, Blue and Green	\$5.00	Each
5. Spare Parts or Items			
37MM0520100	mkBeacon - Rear Cover Assembly	\$74.95	Each
15MM0000000	mkBeacon MCB	\$189.95	Each
20GD0000025	Smart Coin Chute Assembly	\$48.95	Each
30MM0000100	1x6 Front Panel Keypad w/ ribbon cable assembly	\$99.95	Each
30MM0000500	LCD Module - 128x64	\$34.95	Each
37MM0520300	mkBeacon Solar Top Cap Assembly	\$34.95	Each
15MM0520100	mkBeacon Cell Drawer Assembly	\$209.95	Each
15MM0520275	mkBeacon Card Reader Assembly	\$74.95	Each
30GD4000400	6XA-3.6V Lithium-Ion Rechargeable Battery Pack	\$29.95	Each
37MM0000500	mkBeacon Vault Saddle (MKH4000)	\$12.95	Each
50MM0510100	mkBeacon Lock Assembly	\$18.50	Each
UICCCREADER	Contactless Card Reader	\$100.00	Each
Medeco	MKH4000 Housing Electronic Lock (optional)	\$140.00	Each
70HH0001800	mkBeacon 4 channel Lithium-Ion Battery Charger	\$550.00	Each
37HS0520090	Extended Sealed Coin Can – “L” Series Lock – State Combination	\$26.50	Each
75CC0520000	Regular Collection Cart	\$995.00	Each
75CC0520040	Coin Can – Sealed Receptacle c/w Brass Inner Sleeve	\$359.75	Each

75CC0520038	Coin Can - Sealed Receptacle c/w Nylon Inner Sleeve	\$179.95	Each
75CC0000015	Coin Can – Regular Can	\$275.00	Each
	Maintenance Card	\$5.00	Each
15MM0520101	Radio – LTE Cell Drawer Assembly	\$250.00	Each
6. Shipping			
mkBeacon or mkBeacon 2Bay	Cost to ship each single or dual space meter	\$5.00	Each
Iron Housing	Cost to ship each iron housing	\$5.00	Each



City of Spokane
CONTRACT AMENDMENT
Title: **PAID PARKING EQUIPMENT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MACKAY METERS, INC.**, whose address is 1342 Abercrombie Road, PO Box 338, New Glasgow, Nova Scotia, Canada B2H 5E3, 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 Paid Parking Equipment – Single-Dual Space Meters; and

WHEREAS, additional meters with installation are needed and subsequently additional funds are required, 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 7, 2021 and October 8, 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 March 1, 2023.

3. AMENDMENT.

The original Contract is hereby amended as follows:

- The City will be adding 205 dual and 880 single meters in the Paid Parking Zone and is adding money to the contract for those devices and installation, in accordance with the amended Exhibit H – Costs and Fees; and
- The City is adding money for spares as well as damage and attrition; and

- The City is adding additional items to the cost and fees document that were not on the original contract but leaving all other costs and fees the same.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,850,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment, in accordance with Exhibit H, attached hereto. 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.

MACKAY METERS, 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:

Amended Exhibit H – Costs and Fees

22-231a



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	2/24/2023
<u>Clerk's File #</u>	OPR 2023-0350
<u>Renews #</u>	

<u>Submitting Dept</u>	STREETS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CLINT HARRIS 625-7744	<u>Project #</u>	2022097
<u>Contact E-Mail</u>	CEHARRIS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	MASTER
<u>Agenda Item Name</u>	1100 - TRAFFIC SIGNAL CONTROLS ON-CALL SVCS CONTRACT NON-FEDERAL 2023-2024		

Agenda Wording

Consultant Agreement with DKS Associates, (Seattle, WA) for Traffic Signal Controls On-Call Services for 2023-2024 - (Non-Federal) for an amount not to exceed \$200,000. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Traffic Signal Controls On-Call Services (Non-Federal Aid) is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ \$200,000.00		<u>#</u> VARIOUS
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>
<u>Select</u> \$		<u>#</u>

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session\Other</u>	1/30/23 PIES
<u>Division Director</u>	MILLER, KATHERINE E	<u>Council Sponsor</u>	Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	ddaniels@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		eraea@spokanecity.org	
<u>Purchasing</u>		dbuller@spokanecity.org	
		ceharris@spokanecity.org	
		gokihara@spokanecity.org	
		Signee: Wintana Miller wam@dksassociates.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org , 625-7744
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Traffic Signal Control Consultant
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Because our long-time traffic signal timing and controls employee retired and we have not been able to hire a permanent replacement, the Street Dept is seeking a consulting firm with expertise in traffic signal timing and controls.</p> <p>We anticipate using this consultant until such time as we are able to hire and fully train a full time city employee to replace the retired employee and perform these duties.</p>
Proposed Council Action	Background information for future request for council approval of consultant contract.
<p>Fiscal Impact</p> <p>Total Cost: <u>Varies depending on need</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Funding source will vary depending on the entity that requests the work (either the Streets Dept. or a specific project, for example)</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <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>	
<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> <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.



City of Spokane
CONSULTANT AGREEMENT
Title: TRAFFIC SIGNAL CONTROLS
CONSULTANT SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DKS ASSOCIATES**, whose address is 719 Second Avenue, Suite 1250, Seattle, Washington 98104 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Traffic Signal Controls Consultant Services, and

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

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on March 27, 2023, and ends on March 31, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the parties not to exceed one (1) additional one (1) year contract period.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's January 30, 2023 Proposal, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Engineering Services Department Construction Management, 998 E North Foothills Drive Spokane, WA 99207-2735. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

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

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

DKS ASSOCIATES

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Consultant’s January 30, 2023 Proposal

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.

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

EXHIBIT B

4.2 LETTER OF SUBMITTAL

JANUARY 30, 2023

DAN BULLER, SENIOR ENGINEER
CITY OF SPOKANE
808 W. Spokane Falls Blvd.,
Spokane, WA 99201



719 SECOND AVE, STE 1250
SEATTLE WA 98104
206.382.9800
A#22X07-102

SUBJECT: TRAFFIC SIGNAL CONTROLS CONSULTANT SERVICES FOR NON-FEDERAL AID PROJECTS 2023-2024

Dear Dan and Members of the Selection Committee,

We understand that staffing shortages impact how a city department functions. This impact is felt even more when the missing skill set is highly technical in nature. DKS has assembled a team with traffic signal operations and controller expertise, along with local knowledge, to fill in the staffing gaps experienced by the City of Spokane.

The DKS Team is uniquely qualified for this contract to assist the City with ongoing traffic signal operations and will hit the ground running. We provide:

- **LEADERS IN TRAFFIC SIGNAL OPERATIONS.** DKS team members are leaders in providing traffic signal timing solutions that match the operational objectives of a particular situation, whether it is a short-term construction project or a long-term signal coordination project. We are well-versed in using Synchro, translating the timings to the SEPAC/TACTICS formats and making adjustments to fit the field conditions. We are abreast of national and local standards for determining signal timing parameters. We understand how to program advanced features, such as flashing yellow arrows, pedestrian hybrid beacons, leading pedestrian intervals, and transit signal priority and can troubleshoot issues in the field. All of our experts are experienced in making real-time adjustments in the field under live-traffic conditions.
- **LOCAL SUPPORT.** Our teaming partner, CivTech, has an office in Spokane that can provide on-the-ground, short-notice support to the City, especially during construction staging changes. Sean Messner leads the CivTech Spokane office and has traffic engineering experience in Spokane, Spokane County, Spokane Valley, and throughout the Inland Northwest. He has developed signal timing solutions for coordinated systems and stand-alone situations throughout eastern Washington. Sean has first-hand knowledge of TACTICS and has experience helping the City of Spokane Valley transition from i2tms into TACTICS, alongside traffic signal controller upgrades.
- **CONTROLLER EXPERTS.** We have included Western Systems on our team in order to provide additional technical resources related to programming and troubleshooting controller/firmware issues. Western Systems is the local sales representative for TACTICS and SEPAC and provides support to agencies using these systems. With Western Systems on our team, we can work hand in hand to address issues that may arise when deploying new or modified timings. DKS has worked with Western Systems on signal coordination projects supporting our Pacific Northwest clients.
- **ON-CALL CONTRACT EXPERIENCE.** This on-call contract provides the City of Spokane with an extension of staff resources. We understand that an important aspect of on-call work is timeliness and responsiveness to client requests. DKS is proud of our responsiveness to our client's needs, commitment to meeting schedules and budgets, and the quality of our products. We have earned a reputation for technical excellence, which is confirmed by the number of repeat clients seeking our on-call services.

4.2 LETTER OF SUBMITTAL

Having recently led several successful on-calls with multiple tasks, I understand what is expected of our team and look forward to working to support the City of Spokane staff. I am a Principal at DKS Associates and can legally bind DKS to a contractual relationship. Please feel free to contact me with any questions regarding our qualifications.

Sincerely,

Wintana Miller

Wintana Miller, PE, PTOE, Project Manager

P: 206.436.0319

E: wam@dksassociates.com

DKS ASSOCIATES FIRM INFORMATION

- HEADQUARTERS:** DKS Associates | 720 SW Washington Street, Suite 500, Portland, OR 97205 | P: 503.243.3500 | F: 503.243.1934
PROJECT MANAGER: Wintana Miller, PE, PTOE | 719 Second Avenue, Suite 1250, Seattle, WA 98104 | P: 206.436.0319 | E: wam@dksassociates.com
- FIRM STATUS:** S-Corporation
- OPERATION FACILITY LOCATION:** 719 Second Avenue, Suite 1250, Seattle, WA
- FORMER CITY OF SPOKANE EMPLOYEES:** There are no former City of Spokane employees that are employed by DKS or on our governing board as of the date of this proposal or during the previous twelve months.
- ACKNOWLEDGMENT OF ALL TERMS AND CONDITIONS:** Yes, DKS can acknowledge we can comply with what is written in the RFQu document.
- FEDERAL ASSISTANCE PROGRAMS:** Yes, DKS meets these requirements. DKS acknowledges that we have not debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". DKS will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. DKS will comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements".

4.3 PROPOSAL (QUALIFICATION STATEMENT)

4.3.1. THE DKS TEAM'S QUALIFICATIONS AND EXPERIENCE IN THE AREAS OF THE DESIGN OF PUBLIC WORKS PROJECTS

DKS DKS is a leader in transportation engineering, with a specialty in traffic signal operations and the experience necessary to support the City of Spokane. Staff in our Seattle and Portland offices have retimed well over 3,000 traffic signals for City, County, and State agencies throughout the West Coast. We use Synchro as our primary tool when evaluating and retiming traffic signals and we understand how to translate timings from the model to parameters in the traffic signal controller. Our knowledge goes beyond the theoretical model and includes vast experience with in-field deployments, field observations and troubleshooting of software and hardware issues. Having delivered many signal retiming and on-call projects for public agencies, we know there are times when project demands require a surge of resources.

Our team is structured to give the City a large pool of staffing resources with the required knowledge and local availability to assist on any signal operations assignment. To supplement our signal operations technical expertise in Seattle and Portland, we have teamed with CivTech to provide additional local resources to perform in-field deployment, field observations, and fine-tuning where needed and Western Systems to provide additional technical knowledge of SEPAC/TACTICS operations.

CivTech CivTech is a certified disadvantaged business enterprise, women owned business enterprise, and small business enterprise firm founded in 2002 to lead civil and traffic engineering consulting services. CivTech’s design group provides construction-related signal timing plans and adjustments that are coordinated with complex construction scheduling. CivTech also has extensive experience developing and integrating transit signal priority for cities and transit agencies.

Western Systems Western Systems is the regional vendor that provides the Yunex (Siemens) controller and ATMS software systems to local agencies. They bring knowledge of SEPAC and TACTICS operations and will provide additional resources, as needed, for deployment of temporary and/or permanent signal timing solutions, especially any advanced operations.

DKS TEAM PROJECT EXPERIENCE

Scope of Services Key	
GENERAL	Utilize, develop, and/or analyze signal timing models in Synchro for stand-alone, coordinated, and grid fixed time systems.
	Conversion of Synchro models to TACTICS/SEPAC for controller input for NEMA TS1, TS2 Type 1, and TS2 Type 2 cabinets
	In-person field observation for fine-tuning plans and operations
CONSTRUCTION RELATED	Construction signal timing plan(s) for stand-alone or coordinated operation for different times of day for temporary signals
	Modifying existing signal timing plan(s) for existing signals in stand-alone or coordinated operation for different times of day
NON CONSTRUCTION RELATED	Develop signal timing plans for new signalized intersections for stand-alone, coordinated, grid fixed-time operation
	Develop and/or modify signal timing plans to include TSP, FYA, and LPI for multiple times of day
	Develop PHB timing plans for coordinated and uncoordinated operations

Spokane Downtown Signal Timing, WA | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQ

PICTURE TO THE LEFT: PM PEAK PERIOD TRAVEL TIME RESULTS BEFORE VS AFTER

DKS developed, implemented, and fine-tuned coordinated signal timings for 85 intersections in downtown Spokane. The primary goals for the project include

efficiently moving people and goods by reducing vehicle delays and stops in downtown and creating a pedestrian-friendly environment. Coordinated timings were developed for weekday and weekend periods. DKS entered the timing using the City’s ACTRA signal system and performed field fine-tuning. DKS also evaluated the City’s current special event timing plans to determine the need for additional plans to deal with atypical traffic conditions.

Walla Walla Signal Timing On-Call, WA



PICTURE TO THE LEFT: MAIN STREET LOOKING WEST TO 2ND AVENUE

DKS developed new local and coordinated signal timings for 14 signals in Walla Walla using SEPAC software. Five of the signals are in the downtown core, where pedestrian activity is high. DKS enabled LPI at one of the intersections to improve pedestrian safety. DKS programmed FYA operations at five intersections and will convert another five intersections to FYA next year. DKS provides on-call signal operations services to the City and is helping them make continuous improvements.

Clackamas County CRC Mobility Design, OR | DKS



PICTURE TO THE LEFT: CONCEPTUAL RENDERING OF INTERSECTION

The Clackamas Regional Center project developed multimodal and significant capacity improvements in the OR 213/Sunnyside Road/Harmony Road area. To support the construction of five traffic signal modifications and two signal replacements, DKS

worked closely with County staff to understand the construction staging and interim signal phasing and then programmed seven signal databases into Trafficware controllers to be ready when the contractor turned on the new/modified signals. DKS supported County staff as the new timing databases were deployed and fine-tuned the timings during construction to provide a short-term operations solution. DKS also developed and implemented new coordination signal plans for 13 signals along the Sunnyside Road corridor as a long-term solution when construction was complete.

Pierce Transit Downtown Tacoma Signal System/TSP Implementation, WA | DKS



PICTURE TO THE LEFT: CORRIDOR LEVEL OF SERVICE AND DELAY

DKS worked with Pierce Transit, the City of Tacoma, and Sound Transit for the planning, design, and implementation of a new signal system in downtown Tacoma. The purpose of the signal system upgrade was to improve traffic operations, allow for transit signal priority at more intersections, and upgrade the priority operations for the light rail intersections. This project began with evaluating various signal systems for the City and Siemens SEPAC with TACTICS was ultimately selected. The new controllers were deployed at more than 80 traffic signals. DKS performed all the signal timing conversions from the old LMD9200 and Traconex controllers. DKS developed the TSP timings for 40 intersections and installed them in the field, and fine-tuned the ranges on all the Opticom detectors. Implementation of the system required coordination with the City of Tacoma IT department to develop the IP addressing scheme for the new Ethernet communications network and to determine how to route data from the field to the signal shop. Through a companion project, DKS retimed all the traffic signals (65) in the downtown core. DKS worked with the City of Tacoma and Sound Transit to adjust the detection and LRT priority timing to allow the trains to run from station to station without stopping. DKS then adjusted the grid timing around this new LRT timing to create progression on the major arterials downtown. DKS installed all the timings into TACTICS, downloaded them into the field, and fine-tuned the timing for the train and motor vehicle progression. DKS worked in conjunction with Western Systems who worked as an extension of City of Tacoma staff.

SDOT Center City Traffic Signal Timing, Seattle, WA | DKS

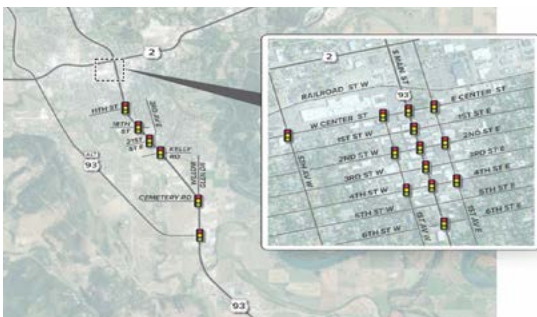


SCOPE OF SERVICES AS IT RELATES TO THE RFQ

PICTURE TO THE LEFT: SEATTLE CENTER POST EVENT SIGNAL TIMING PLAN

DKS developed new coordinated signal timings using SEPAC/TACTICS software for an area in the central business district of Seattle, between Denny Way, Jackson Street, the waterfront, and west of Broadway. DKS originally developed timings for the CBD and conditions significantly changed in the downtown core, prompting an overhaul of the timings. Some major changes include protected phases for turning movements, new queue jumps, a proposed reduction in the speed limit, and updated pedestrian clearance timings. DKS was also charged with compiling all transit and bike project changes to the network since 2007 and future changes to develop new existing conditions and proposed condition Synchro models. DKS incorporated these timings and other incident/event timings into an incident management system that will automatically trigger the transition between timing plans.

MDT Kalispell Signal Timing, MT | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQ

PICTURE TO THE LEFT: PROJECT CORRIDOR

DKS evaluated the existing conditions and developed new local and coordinated signal timings for 20 traffic signals (M60 controllers operating SEPAC) in downtown Kalispell and along US 93 south of town. DKS coordinated the data collection and reviewed the seasonal volume data to determine if special timing plans were needed during the

summer months to accommodate the tourist traffic. DKS developed Synchro models for three time periods and worked with MDT and the City to determine optimum signal groupings and cycle lengths for the different time periods and implemented/fine-tuned the timings. DKS reviewed the crash data for each intersection to determine if any changes to the signal timings/phasing would improve the safety of the intersections. DKS also recommended the implementation of a flashing yellow arrow operation at four signals along the corridor. DKS also developed timing plans for a PHB signal in the north end of the US 93 corridor to balance the needs of pedestrian and the traffic.

King County F Line RapidRide, WA | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQ

PICTURE TO THE LEFT: F LINE RAPIDRIDE FINAL DESIGN

DKS designed plans of new equipment and infrastructure installation to provide transit signal priority, passenger information systems, traffic signal improvements, and roadway modifications to improve transit operations for the F Line RapidRide corridor. The project involved coordination with King County Metro, WSDOT, and the cities of Burien, SeaTac, Tukwila, and Renton on the design and implementation of the proposed transit improvements. TSP timings for 43 signals were developed for Econolite ASC3s, Siemens M50s with SEPAC, and 2070s with NextPhase. DKS performed extensive testing of TSP functionality with each controller type and provided summaries of the testing and results to each agency. In the City of Renton, five of the TSP intersections were within the City's ACS Lite adaptive corridor. These required further testing of a different version of SEPAC (4.53) and how it interacts with the ACS Lite software. DKS provided support to the cities of Renton and Tukwila with the upgrades to SEPAC 3.51a and SEPAC 4.53 along the ACS Lite corridor. DKS entered the TSP timings directly into TACTICS for both cities and provided documentation on each TSP parameter used in developing those timings. DKS worked with the local agencies and KCM to implement the timings in the field and confirm that TSP would not adversely impact general-purpose traffic.

ACHD Meridian Traffic Signal and PHB Timing, ID | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQ_u



PICTURE TO THE LEFT: MERIDIAN ROAD/I-84 SPUI RAMP QUEUES

DKS has worked with the ACHD on 11 separate signal-timing projects involving over 600 intersections since 2005. For each project, DKS worked closely with ACHD staff to identify operational issues and develop solutions based on the specific goals, locations, and conditions. Each project included data collection, Synchro model calibration, signal timing optimization, implementation, and field fine-tuning. On the most recent project, DKS updated the existing time-of-day coordinated signal timings along seven arterial corridors within the City of Meridian. In addition to updating the local and coordination timing parameters, DKS developed timings for five PHBs, 15 signals with FYAs, and two single-point urban interchanges.

Tacoma Pacific Ave Signal Timing Improvements, WA | DKS



SCOPE OF SERVICES AS IT RELATES TO THE RFQ_u



PICTURE TO THE LEFT: GOOGLE STREET VIEW OF CURRENT CONDITIONS

DKS developed AM, midday, and PM peak coordinated signal timing plans for Tacoma's Pacific Avenue (SR 7) corridor. This project included the development of new coordinated signal timing plans for 12 intersections in Synchro and SimTraffic. The new signal timings include the addition of a flashing yellow arrow (FYA) and leading pedestrian intervals (LPI) at certain intersections. DKS developed the signal timings and wrote a supporting report submitted to the City of Tacoma. Updated timings were created in SEPAC format for deliverables to the city.

City of Spokane Valley, Coordination Timing Plans, WA | CivTech

SCOPE OF SERVICES AS IT RELATES TO THE RFQ_u




Sean, from CivTech, refined and implemented timing plans for several major corridors within the City, including Sullivan Road, Argonne Road, Sprague Avenue, and Pines Road. The coordinated plans were developed in Synchro using timing cards from I2 and SEPAC and updated traffic counts. Sean adjusted walk times, yellow, and all-red times, as well as cycle lengths,

splits and offsets along each corridor to improve traffic flow. He used SimTraffic and Time-Space diagrams to show platooning and progression and ultimately implemented the traffic signal timing plans in the field. Field implementation included minor modifications to the offsets after monitoring traffic in real-time to account for driver behavior.

City of Spokane Valley, Sullivan and Euclid Intersection Improvements, WA | CivTech

SCOPE OF SERVICES AS IT RELATES TO THE RFQ_u



Sean, from CivTech, managed the development of a temporary traffic signal design to interact with the existing traffic signal at the Sullivan Road and Euclid Avenue intersection as part of the concrete pavement project. The temporary traffic signal was utilized for the southwest corner of the intersection, where ADA enhancements occurred and required the existing traffic signal pole to be removed and replaced.

The temporary signal was wired into the existing signal cabinet such that the existing controller could operate the temporary traffic signal. The signal timings, including green, yellow, all-red, and allowable walk phases were continuously adjusted throughout the construction project. Upon completion, Sean revised the traffic signal timings to reflect better operations of the intersection with the added capacity and adjusted the Sullivan Road corridor to obtain a better progression bandwidth.

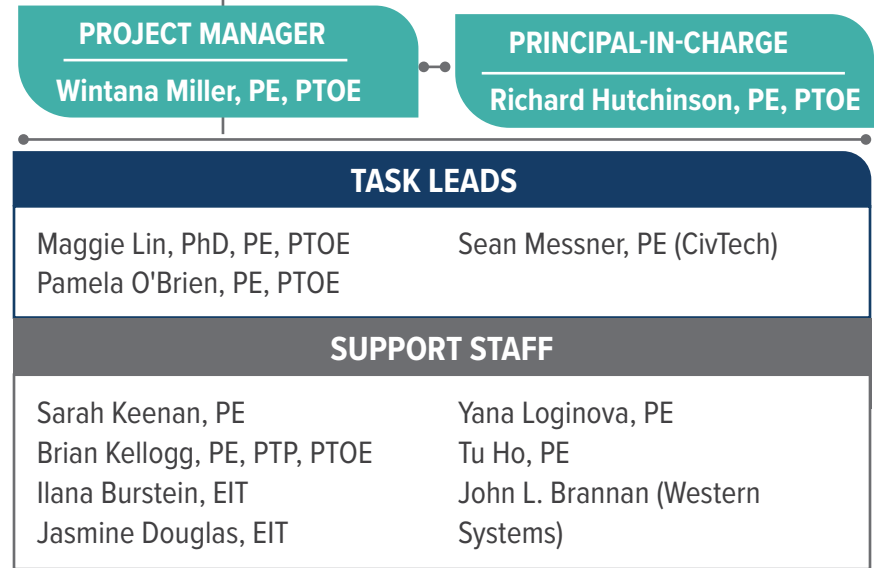
4.3.2. STAFFING PLAN

The DKS Team excels at collaborating with multiple stakeholders and project team members, articulating project requirements, driving decisions, and adjusting to dynamic internal and external environments to deliver on schedule and within budget. Our team consistently delivers high-quality, comprehensive projects that enhance roadway operations and the safety of all users.

























Wintana Miller will lead our team as the project manager and serve as the day-to-day contact. She will ensure that the project team completes all assignments on time and within budget. Our Principal-in-Charge, Richard Hutchinson, will provide quality control of deliverables and ensure the team meets the City's needs.

Wintana will be supported by staff experienced in signal analysis, operations, field deployment, and construction staging. Our team has the technical expertise and local presence needed to help the City operate and manage the traffic signal system. We will work as an extension of staff to complete typical ongoing signal operations assignments, such as reviewing and adjusting local and coordinated timings, developing timing for advanced features, such as FYA and LPI, and developing timings for PHBs. Our team will also complete assignments related to construction projects that may impact traffic signal phasing, detection, geometry, and/or communications to signalized intersections and crossings.

COST EFFECTIVE APPROACH TO IN-PERSON FINE TUNING AND OPERATIONS. Much of the work associated with developing new or updated signal timings can be done remotely. However, we understand that many of the assignments will require some level of in-person fieldwork. These tasks may include reviewing new coordinated timings, enabling advanced features, downloading construction-related databases and/or troubleshooting issues. Depending on the assignment, we plan to use DKS, CivTech, and Western Systems staff for in-person work. We propose to use a hybrid approach to provide technical expertise with a local presence in a cost-effective manner. This approach includes first identifying the various assignments the City would need help with. From that, we will map out the in-person tasks that need to be completed and group them together (i.e. complete data collection/fieldwork for multiple assignments at one time vs. completing them individually over multiple occasions). Depending on the assignments, we may find that DKS staff makes routine trips to Spokane to complete the tasks. Staff from CivTech is local and will work in tandem with DKS staff, specifically being available on short notice and/or for multiple trips due to changes in construction staging. Planning ahead and working together will help us optimize our time and reduce travel expenses. Below is a brief summary of our team's qualifications and skills as related to the RFQu. Full resumes which can be found in Appendix A.



KEY STAFF	SCOPE OF SERVICES AS LISTED IN THE RFQU							
	Signal timing models in Synchro	Conversion of Synchro models to Tactics and SEPAC	In-person field observation	Construction signal timing plan(s)	Modifying existing signal timing plan(s) for existing signals	Signal timing plans for new signalized intersections	Signal timing plans to include TSP, FYA, and LPI	Develop PHB timing plans
Wintana Miller, PE, PTOE								
Richard Hutchinson, PE, PTOE								

KEY STAFF	SCOPE OF SERVICES AS LISTED IN THE RFQ							
	Signal timing models in Synchro	Conversion of Synchro models to Tactics and SEPAC	In-person field observation	Construction signal timing plan(s)	Modifying existing signal timing plan(s) for existing signals	Signal timing plans for new signalized intersections	Signal timing plans to include TSP, FYA, and LPI	Develop PHB timing plans
Maggie Lin, PhD, PE, PTOE								
Pamela O'Brien, PE, PTOE								
Sean Messner, PE								

4.3.3. REFERENCES

Seattle DOT - Adiam Emery | P: 206.684.5121 | E: adiam.emery@seattle.gov
 Clackamas County - Carl Olson | P: 971.235.3260 | E: colson@clackamas.us
 City of Tacoma - Brennan Kidd | P: 253.591.5077 | E: bkidd@cityoftacoma.org
 City of Spokane - Inga Note, PE PTOE | P : 509.625.6331 | E: inote@spokanecity.org

4.3.4. LIST OF CONTRACTS

Below is a sample of DKS' recent contracts that relate to the services listed in the RFQu. More available upon request.

Contract Title Reference #	Contract Period of Performance	Contact Person
Montana DOT Kalispell Downtown & US 93 Signal Timing CMDP-G 6799 (46)	2019 - 2021	Julie Wotring, MDT jwotring@mt.gov 404.444.9031
Tacoma Pacific Ave Signal Timing Improvements CW2230683	2019 - 2020	Basel Kitmitto, City of Tacoma bkitmitto@cityoftacoma.org 253.591.5448
ITS Design and Signal Timing and Modeling Support 18-065	2019 - In Progress	Jason Cambridge, SDOT jason.cambridge@seattle.gov 206.684.5703
Nampa Garrity Signal Timing PW80020041	2020 - 2021	Matt Ricks, City of Nampa ricksm@cityofnampa.us 208.565.5158

Contract Title Reference #	Contract Period of Performance	Contact Person
ODOT ATC Controller Conversions B38960	2022 - ongoing	Jonathan Horowitz jonathan.p.horowitz@odot.oregon.gov 503.979.7084
Clark County Signal Timing Evaluation Verification & Evaluation 733839	2016 - 2019	Rob Klug rob.klug@clark.wa.gov 360.759.6737
WSDOT TSMO Program Plan Y-12366	2020 - In Progress	Pamela Vasudeva vasudep@sdot.wa.gov 206.584.7301
Pasco On-Call Transportation Planning/ Engineering 19009	2019 - 2022	Steve Worley worleys@pasco-wa.gov 509.543.5738
Bellevue New Mobility On-Call 2150160.000	2021 - In Progress	Daniel Lai dlai@bellevuewa.gov 425.452.6178
Red Hill Traffic Signal Synchronization Program C-9-1513	2020 - In Progress	Amy Tran, OCTA atran@octa.net 714.560.5726

4.3.5. TERMINATED CONTRACTS:

Not applicable, DKS does not have any terminated contracts.

Appendix A: Resumes

DKS

WINTANA MILLER, PE, PTOE | PROJECT MANAGER

Wintana Miller has 15 years of experience in traffic engineering and planning. She manages traffic and transit operations, travel demand forecasting, and feasibility analysis projects. Wintana has extensive experience helping local agencies evaluate traffic signal operations, including developing new coordinated timing plans. Wintana has hands-on experience working directly with SEPAC, Econolite, and NextPhase controller software. This work includes testing TSP functionality and installing and fine-tuning new time-of-day parameters. Wintana has developed coordinated timings using Synchro for over 500 traffic signals across Bellevue, Seattle, Shoreline, Tacoma, SeaTac, Redmond, Federal Way, Tukwila, Kent, and Renton. Wintana has extensively tested traffic signal controller operations for the light rail system in Tacoma using Siemens controllers and assisted the City during implementation. Wintana is also an expert project manager, managing numerous on-calls and associated task orders. She can convey technical information to a broad audience in an understandable, approachable manner.

YEARS OF EXPERIENCE: 16

EDUCATION: MS, Engineering, University of California, Berkeley
| BS, Civil Engineering, Massachusetts Institute of Technology

REGISTRATIONS:
Washington Civil Professional Engineer, No. 50091 | Professional Traffic Operations Engineer® (PTOE) No. 3517

City of Tacoma Pacific Avenue Signal Timing, WA. Wintana oversaw the development of signal timing plans for the Pacific Avenue (SR 7) corridor that optimized arterial progression and reduced delays for the AM, Midday, and PM peak periods. The project will also implement the City of Tacoma's first Leading Pedestrian Intervals (LPIs). To support the City in their development of a LPI policy, DKS provided a review of recommendations and best practices. Wintana and team assisted the City in implementing the LPIs and the optimized signal timing plans through in-field fine-tuning with City of Tacoma signal technicians.

SDOT Next Generation ITS – Center City, Seattle, WA. Wintana was the project manager for developing enhanced traffic signal timing for the 300 traffic signals in the central business district. Wintana worked with SDOT staff to develop an operational approach that will use existing and future system detection and travel time monitoring equipment to better manage the transition of timing plans in the CBD. Wintana and her team developed an updated Synchro model for existing conditions in the CBD and completed the preparation of optimized timings for AM, PM, and off-peak conditions. Wintana's team also completed event timing plans for various closure conditions for the Alaskan Way Viaduct. Wintana worked with the City to develop incident management signal timing that will be dynamically activated with their new central signal system. All timing was prepared for SEPAC controller software.

King County Metro Route 150 Signal Timings, WA. As the project manager, Wintana led the development of coordinated signal timing plans for 29 signalized intersections in Tukwila and Kent along the Route 150 corridor. Timings plans were developed using Synchro software for the AM, Midday, and PM peak periods. Wintana coordinated with the cities during implementation to fine-tune the timings in the field. Signal timings were developed for SEPAC, Econolite Cobalt and Multisonic controllers.

City of Shoreline Citywide Safety Project – Signal Timing, WA. Wintana was the project manager for developing updated signal timings to reflect a safe pedestrian walking rate of 3.5 feet per second at all 45 signalized intersections in the City of Shoreline. Geometric data were collected at all intersections and used to develop a citywide Synchro model. Signal operations were evaluated for coordinated and non-coordinated corridors for updated optimization and analysis of coordination needs. Phasing and timing changes were proposed at several intersections throughout the City for improved safety and operations.

King County Metro F Line RapidRide ITS Design, WA. As deputy project manager, Wintana led the development of TSP timings for 43 intersections along the F Line corridor. TSP timings were developed for Econolite ASC3s, Siemens M50s with SEPAC, and 2070s with NextPhase. Wintana led the testing of TSP functionality with each controller type and provided summaries of the testing and results to each agency. Wintana provided support for upgrading SEPAC and TACTICS software for the cities of Tukwila and Renton and worked with the local agencies and King County Metro to implement the timings in the field and confirm that TSP would not adversely impact general-purpose traffic.

Pierce Transit Downtown Tacoma Signal System and TSP Implementation, WA. Wintana was the project engineer for the implementation of a new signal system and TSP at many upgraded intersections after the selection of Siemens SEPAC with TACTICS. Wintana led the conversion of signal timing for over 80 intersections from old LMD9200 and Traconex controllers, updating the signal timings to have MUTCD-compliant pedestrian interval timing. Updated timing changes were made directly into TACTICS. Wintana developed TSP timing for over 40 intersections, including 15 LRT intersections using high priority. She extensively tested the latest version of SEPAC software to verify its operation for TSP for buses and light rail trains. Wintana also observed operations during implementation and adjusted signal timing and priority settings in the field to improve operations for both general-purpose traffic and transit vehicles.

Nampa Garrity Signal Timing, ID. Wintana oversaw the development of signal timing plans for the Garrity corridor in the vicinity of I-84. The project included developing AM, midday, and PM peak period signal timing plans. The corridor is one of the more congested areas in the city of Nampa and also serves as a primary connection to the new Amazon distribution center on Franklin Boulevard. DKS developed the signal timing and assisted the city with implementation to meet traffic needs in the area.

Sound Transit Controller Testing for C, D, and G Streets, Tacoma, WA. As the project engineer, Wintana tested the latest SEPAC software (v. 3.52) to determine its ability to meet the goal of the project, to ensure the safe operations of the signals on S 25th St during the interaction of a transit signal priority call from a Link train and a preempt call from a Sounder train. Wintana coordinated with Sound Transit and Siemens engineers to discuss the needs of Sound Transit and the City of Tacoma and how to incorporate those needs into the development of the controller software. She provided summaries of the updated operations and identified the need for further improvements before the City of Tacoma should implement SEPAC software on this corridor.

King County Metro Pacific Highway South RapidRide Traffic Signal Timing, WA. Wintana developed coordinated signal timing plans at 36 signalized intersections using Synchro software for the AM, midday, and PM (peak periods). For 20 intersections, she developed TSP timing plans for each time of day according to the level of service criteria for each intersection phase established through the Pacific Highway S RapidRide Feasibility Analysis. Wintana coordinated with King County and local agencies and assisted with field implementation and fine-tuning.

DKS**YEARS OF EXPERIENCE:** 22**EDUCATION:** BS, Civil and Environmental Engineering, University of Washington**REGISTRATIONS:**Washington Professional Civil Engineer, No 43665
| Professional Traffic Operations Engineer® (PTOE) No. 2455

RICHARD HUTCHINSON, PE, PTOE | PRINCIPAL-IN-CHARGE

Richard will support Wintana Miller by ensuring she has all the necessary tools, resources, and staff readily available to her to exceed the City's technical and contractual expectations. He has served as a PIC and a trusted advisor to public agencies throughout Washington. Richard's expertise is built from his 20 years of experience as the lead traffic engineer providing design, specifications, and cost estimates for over 60 traffic signal systems, 40 illumination systems, and 30 ITS systems. Richard has also been a PIC for many traffic signal timing and operations projects in Washington and has worked in the Spokane region for over 13 years.

Spokane Transit Upriver Transit Center, WA. As the project manager on the on-call and task order, Richard oversaw this project to ensure that the project stayed on time and on schedule. DKS evaluated the Spokane Community College campus and Mission Avenue/Sycamore Street intersection to support the design of a new transit center. DKS provided the full traffic signal modification for E Mission Ave and N Sycamore Street intersection. DKS properly located the poles relative to the pedestrian ramp layout according to ADA guidelines, located signal equipment to minimize overhead and underground conflict, designed traffic signal removal plans, and prepared cost estimates.

Spokane Transit Wall-Riverside Intersection, WA. As the project manager of the on-call and task order, Richard worked alongside the Spokane Transit Authority and the City of Spokane to design the traffic signal and illumination modifications at the intersection of Wall and Riverside. These modifications were necessary to account for the Transit Center upgrades in the southwest corner of the intersection. The design accounted for safety, ADA compliance, coordination and the pathing of the transit coaches.

Spokane Monroe Transit Contraflow Lane Study, WA. Richard acted as QA/QC on this project. DKS led the micro-simulation analysis of a new bus contra-flow lane in downtown Spokane. The DKS team developed Vissim models of various lane and bus operation alternatives to evaluate potential impacts on vehicle operations and transit travel times. The design team developed a new bus station concepts with consideration for transit signal phasing, bus stop bar location, and adjacent roadway cross-section. DKS coordinated with Spokane Transit staff to present the findings to City of Spokane staff to gain approval. Richard also designed the channelization and signage for this improvement.

Spokane Transit Spokane Falls Station, WA. As the project manager, Richard led the transportation analysis for the Ft. George Wright Drive campus frontage and Elliott Drive study intersections. The intersection's operational analysis was for the 2018 existing conditions, 2019 project opening conditions and 2040 future conditions. DKS worked with City staff to determine the most appropriate left turn signal phasing options for Ft. George Wright Drive/Elliott Drive West intersection and designed a new traffic signal and lighting for the intersection. DKS located the poles and equipment layout according to ADA guidelines and conducted an intersection lighting analysis to determine the appropriate location and mounting height for luminaires.

SDOT ITS Design and Signal Timing/Modeling Consultant Support, WA. As the PIC, Richard supported the project manager and ensured DKS met all the needs and requirements of SDOT. The project aimed to upgrade traffic signals to support advanced operations in the University of Washington area. To meet this goal, DKS supported SDOT by designing video detection installation across five key corridors (40 intersections in total) with the SCOOT adaptive system, upgraded traffic signal controller cabinets at ten intersections, and installed Closed Circuit Television (CCTV) cameras at five intersections. DKS is also upgrading ten intersections with ADA-compliant accessible pedestrian signals (APS) and one intersection with ADA-compliant curb ramps. DKS led to the development of the temporary traffic control design on the project.

Tacoma 6th Avenue Initial Design Report, WA. Richard served as the project manager for the 6th Avenue Pedestrian Crossing Safety Improvements project which included design upgrades to existing traffic signal heads and signal phasing; installation of accessible pedestrian countdown signals and pushbuttons; and adjustment of traffic signal timing, communication, and coordination as needed. The DKS team also installed curb bulbs and pedestrian median islands and upgraded to pedestrian-actuated rectangular rapid flashing beacons. The project also included associated ADA and drainage/utility work. DKS prepared a pre-design report for 21 intersections. A field investigation was also conducted to see the potential problems such as vertical clearance, replacement of strain poles due to additional loads, the need for additional conduit for new cables, etc. As the project manager, Richard supervised the design and managed budget, project scope, and timeline.

Seattle Delridge Multimodal Corridor Operations Analysis, WA. Richard led this project, which identified, developed, and recommended multimodal improvement strategies by evaluating the operational performance of general purpose and bus traffic under various design options and mitigation scenarios. DKS completed a VISSIM traffic analysis to determine benefits and impacts of additional BAT lanes, stop consolidation, transit signal priority, queue jumps, and bike lanes. Richard's team coordinated with SDOT to gather signal timing data and with KC Metro to gather transit data for the Delridge Corridor.

SDOT Next Generation ITS - Center City, WA. Richard was the quality reviewer for the new coordinated signal timing for the central business district of Seattle. DKS originally developed timings for the CBD in 2008. Some major changes include more protected phasing for turning movements; new queue jumps; a proposed reduction in the speed limit; and updated pedestrian clearance timings. In addition, multiple new transit and bike projects are coming on-line that dramatically change the roadway network. DKS was charged with compiling all the changes to the network since 2007 and future changes to develop the new existing conditions and proposed condition Synchro models. The future condition model has been optimized for AM, off-peak and PM conditions. DKS incorporated these timings and other incident/event timings into an incident management system that will automatically trigger the transition between timing plans. DKS developed a network of detection that will be used to support this automated operation. The DKS team and SDOT implemented normal time of day timing and event/incident plans.

DKS**YEARS OF EXPERIENCE:** 28**EDUCATION:** BS, Civil Engineering, University of Minnesota**REGISTRATIONS:** Oregon Professional Civil Engineer No. 65811 | Washington Professional Civil Engineer No. 51767 | Texas Professional Civil Engineer No. 117630 | Montana Professional Engineer No. 49366 | Professional Traffic Operations Engineer® (PTOE) No. 2203

PAM O'BRIEN, PE, PTOE | TASK LEAD

Pam has expertise in systems engineering, operational analysis, signal timing development and implementation, advanced operations, and automated traffic signal performance measurement. She has worked with cities, counties, and state agencies, including the City of Spokane, to evaluate their existing signal systems and develop optimized signal timings at over 1,000 traffic signals. Pam has experience with local controller software including SEPAC, Trafficware, Q-Free, NWS Voyage, McCain, Peek, Wapiti, BiTran, Econolite, and Traconex and their respective central systems. Pam's projects include data collection, calibrating Synchro models, intersection analysis, coordinated timing development, implementation and fine-tuning, and benefits reporting. Pam's hands-on traffic signal timing field experience gives her the ability to troubleshoot software and hardware issues. She has also designed the traffic signal upgrades needed to implement adaptive traffic signal systems for numerous agencies. She is an expert in systems engineering and has helped many agencies evaluate and choose new signal systems (local, central, adaptive, and ATSPM). Pam previously worked with the City of Spokane to develop signal timing plans that improved traffic operations throughout the downtown area.

City of Spokane Downtown Signal Timing, WA. Pam managed the task of developing, implementing, and fine-tuning coordinated signal timings for 85 intersections in downtown Spokane. The primary goals for the project included efficiently moving people and goods by reducing vehicle delays and stops in downtown and creating a pedestrian-friendly environment. Coordinated timings were developed for weekday and weekend periods. She assisted City staff in entering the timing using the City's ACTRA signal system and performed field fine-tuning. Pam also evaluated the City's current special event timing plans to determine the need for additional plans to deal with atypical traffic conditions.

City of Walla Walla On-Call Signal Operations, WA. Pam worked with the City of Walla Walla to provide on-call traffic signal operations support, as the City needed additional resources to assist the signal technician on traffic signal operations issues. She developed and implemented new coordinated timings for 2nd Avenue and 9th Avenue to improve north/south flow. Pam developed signal timings in SEPAC format for new signals as the City upgraded the infrastructure.

City of Vancouver On-Call Signal Operations, WA. Pam worked with the City of Vancouver to provide on-call traffic signal operations support, as the City needed additional resources to respond to citizen calls regarding traffic signal operations. Pam worked at the City on average one day a week, where she operated and managed the signal system via ATMS.now and worked closely with the maintenance staff to address issues. Pam also reviewed and updated the transit signal priority timing parameters by reviewing TSP and traffic signal split logs.

MDT Kalispell Signal Timing, Downtown & US 93, MT. Pam managed this project to review and update the local and coordinated signal timings at the traffic signals (M60 controllers operating SEPAC) in downtown Kalispell and US 93 south of town. She reviewed the seasonal volume data to determine if special timing plans were needed during summer. Pam developed, implemented and fine-tuned the new timings in May and July to ensure the timings were appropriate for the seasonal volumes.

MDT Kalispell Signal Timing US Hwy 2, MT. Pam managed this project to evaluate and develop new local and coordinated signal timings for 13 traffic signals (M60 controllers operating SEPAC) along US Hwy 2 in Kalispell. Pam coordinated the data collection, developed Synchro models for three time periods, and developed, implemented, and fine-tuned the timings. She also reviewed the crash data for each intersection to determine if any changes to the signal timings/phasing would improve the safety of the intersections.

Ada County Highway District Signal Timing, ID. Pam worked on nine projects for ACHD, involving over 350 intersections, including downtown Boise and BSU Football game event timing. Her roles have ranged from lead engineer to project manager. Pam worked closely with ACHD staff to identify operational issues and develop solutions based on the project's specific goals. She coordinated data collection, calibrated the Synchro model for each project corridor, updated local traffic signal timing parameters, developed optimized coordinated signal timings and worked with ACHD to implement Trafficware and fine-tune the signal timing in the field. Each project included a benefits report to document the impacts of the new signal timing, which compared the before and after measures of effectiveness.

OCTA Westminster Boulevard Traffic Signal Synchronization Project, CA. Pam was the signal operations technical lead on this project to develop new coordinated signal timings for 63 traffic signals along Westminster Avenue/17th Street. The project included close coordination between eight agencies; OCTA, Caltrans, Seal Beach, Westminster, Garden Grove, Santa Ana, Tustin, and Orange County. Pam led the calibration of the corridor Synchro models and developed new local and coordinated signal timings for four time periods. She led the implementation using four different traffic signal firmware and provided extensive field fine-tuning of the new timings.

ODOT Region 1 ATC Controller Conversion, OR. Pam is providing QA/QC on this project to help ODOT Region 1 convert 105 signals from 2070 controllers operating NWS Voyage to ATC controllers operating Q-Free MaxTime. She helped to train six staff to convert databases, established a thorough QC procedure, and coordinated the tasks throughout the project.

FHWA Objectives and Performance Based Management of Traffic Signal Operations. Pam was the co-investigator on this project to document case studies and describe best practices, benefits, and costs of objectives and performance-based management of traffic signal programs. She worked with the team, which includes experts from private, public and academic sectors, to develop a white paper that describes the methodology to evaluate the benefits and costs of ATSPM system deployments. She also developed a guide that includes best practices and lessons learned to help agencies as they deploy and operate future systems and led a workshop at the ITE International Meeting in 2021.

DKS**YEARS OF EXPERIENCE:** 11

EDUCATION: PhD,
Transportation Planning
and Management, Beijing
Jiaotong University, China |
MS, Civil and Environmental
Engineering, University
of Nevada, Reno | BE,
Electronic Commerce,
Beijing Jiaotong University,
2007

REGISTRATIONS:
Washington Professional
Engineer, No: 22008444
| Professional Traffic
Operations Engineer®
(PTOE) No. 4929

DONGMEI “MAGGIE” LIN, PHD, PE, PTOE | TASK LEAD

Maggie Lin has 11 years of professional experience in transportation engineering, including traffic operational analysis, safety analysis, traffic signal operations and systems engineering. Prior to joining DKS, she helped agencies in Nevada and California develop and implement coordinated signal plans along multiple arterial roads. At DKS, her expertise lies in traffic operations, signal timing and operations, data analytics and systems engineering.

Montana DOT Kalispell US Hwy 93 and Downtown Signal Timing, MT. Maggie assisted MDT in developing new signal timing plans for 20 traffic signals along US-93 and in Downtown Kalispell. She created Synchro models to evaluate existing operations, analyzed seasonal traffic trends, developed proposed timing plans based on regional context and seasonal traffic conditions. She implemented the signal timing plans in May and July of 2021 and fine-tuned the plans to accommodate school-season and summer traffic. She also led the before and after study, using Wejo connected vehicle data and Arterial Insights tool to conduct the travel time comparisons.

ODOT OR-99E (Pine to Sequoia) Signal Retiming, Canby, OR. Maggie retimed six traffic signals along OR-99E in downtown Canby, OR. She led the data collection, existing and proposed Synchro models, programmed ATC databases in MaxTime software, and led the implementation and fine-tuning of the new timing plans. During the fine tuning, she made instant edits to the AM and midday timing plans, and revised PM timing plans to relieve the congestion. The corridor travel times were significantly reduced after the new timing implementation.

TXDOT Beaumont District TSMO Support – Signal Timing Update, TX. Maggie led the re-timing of 52 traffic signals in the TXDOT Beaumont District. She led a team of staff to collect data, develop Synchro models for existing conditions, review and update local timing parameters, evaluate the need for coordination timing and develop coordination timing plans. She conducted field observation and fine tuning in the field and made instant edits in Siemens M50 and M60 controllers.

Clackamas Regional Center (CRC) Mobility Improvements, Clackamas County, OR. The CRC Mobility project included significant capacity and multi-modal improvements on the Sunnyside Road corridor near the Clackamas Regional Center. To support the construction of five traffic signal modifications and two signal replacements, Maggie worked closely with the County Traffic Engineer in programming the seven signal databases into Trafficware controllers and ensured efficient and safe operations at the seven locations. She led the development and implementation of the new coordination signal plans of 13 signals along the Sunnyside Road corridor.

Division Transit Project Signal Timing Development, Portland and Gresham, OR. As part of the Division Transit Project, Maggie assisted ODOT and City of Gresham in developing new signal coordination plans and transit signal priority strategies at 13 intersections. She evaluated and calibrated existing signal timing plans in Synchro, created new coordination plans for weekday and weekend peak periods, programmed new coordination plans in MaxTime software, and ensured the coordination fit in with adjacent intersections along the corridor. She also led the development and implementation of transit signal priority parameters.



YEARS OF EXPERIENCE: 19

EDUCATION: Bachelor of Science, Civil Engineering, Arizona State University

REGISTRATIONS:
Washington Professional Engineer, No: 22008444
I Professional Traffic Operations Engineer® (PTOE) No. 4929

SEAN MESSNER PE | TASK LEAD

Sean is an experienced traffic engineer and project manager with more than 19 years of experience specializing in traffic analysis and operations including traffic signal timing and corridor timing, as well as traffic design for traffic signals, maintenance of traffic, signing/markings, illumination, and ITS. Sean is well versed in converting traffic signal timing sheets into Synchro inputs and exporting Synchro signal timings into TACTICS (and MaxView). Sean served as the City Traffic Engineer for Spokane Valley and coordinated extensively with traffic signal maintenance crews to implement, adjust, and fine tune corridor timing plans throughout the City. He has served in the public sector at Spokane County and at the City of Spokane Valley

City of Spokane Valley, Traffic Signal Controller Replacement Project, WA. The City of Spokane Valley began replacing Siemens M52 and M60 controllers and the associated software with Intelight controllers and MaxTime/MaxView software at over 60 locations throughout the City. The traffic signal controller replacements occurred at locations where the traffic signal is part of the connected (ITS) network, which provides access to the City's Traffic Operations Center and the Spokane Regional Transportation Management Center (SRTMC). Sean led the efforts to make the traffic controller swaps and assisted in updating and transferring traffic signal timing information from SEPAC to MaxTime, which occurred at the signal controller level and was closely coordinated with the traffic signal maintenance staff. He prepared a brief systems engineering document for the controller and software upgrades and identified minimal impacts to the City's ITS system. Sean also assisted in developing and transferring the network from TACTICS to MaxView, which occurred at the operation center level.

City of Spokane Valley, BNSF and UPRR Preemption Coordination, WA. Sean coordinated with WSDOT, BNSF, and UPRR to update the preemption calculations at traffic signals adjacent to railroad lines to accommodate MUTCD changes in walk times for pedestrians. The City and WSDOT were updating pedestrian intervals to meet the MUTCD requirements, and BNSF was in the process of changing from a two-wire preemption system to an eight-wire preemption system. Sean coordinated with both WSDOT and BNSF to calculate the preemption timing needed for both wire systems, using the TXDOT traffic signal preemption forms, and to account for pedestrian intervals. Sean also used the same process to coordinate with the UPRR for the two traffic signal preemption calculations.

Spokane Valley, Pines Road /Mirabeau Traffic Signal, WA. The City of Spokane Valley identified the need to improve the intersection of Pines Road (SR 27) and Mirabeau Parkway to accommodate the growth of the Pineroft business park and to provide safety for pedestrians, mostly school children, to cross the busy roadway. Sean served as the traffic engineering reviewer for the project, which included the development of traffic signal plans, signing and marking plans, ITS connections into the City and WSDOT regional system, and ADA-compliant improvements. The project required coordination with East Valley School District and Trent Elementary School, Pineroft business park owners, and Mirabeau Chapel Church through the duration of the design and construction phases. To assure compliance with their standards, extensive coordination was required with WSDOT for improvements to the WSDOT-maintained traffic signal. The project was completed within budget and on schedule to meet the opening of the new school year.

City of Spokane Valley, Sullivan and Euclid Intersection Improvements, WA. Sean managed the development of a temporary traffic signal design to interact with the existing traffic signal at the Sullivan Road and Euclid Avenue intersection as part of the concrete pavement project. The temporary traffic signal was utilized for the southwest corner of the intersection, where ADA enhancements occurred and required the existing traffic signal pole to be removed and replaced. The temporary signal was wired into the existing signal cabinet such that the existing controller could operate the temporary traffic signal. The signal timings, including green, yellow, all-red, and allowable walk phases were continuously adjusted throughout the construction project. Upon completion, Sean revised the traffic signal timings to reflect better operations of the intersection with the added capacity and adjusted the Sullivan Road corridor to obtain a better progression bandwidth.

City of Spokane, Traffic Engineering On-Call Services, WA. Sean serves as the point of contact and the traffic engineering lead for the on-call services contract with the City of Spokane Integrated Capital Management Group. CivTech is assisting the City in developing and updating their Transportation Impact Fees and their citywide Synchro model with current volumes and intersection configurations. Sean continues to provide traffic engineering support for capital improvement projects.

City of Ketchum, Main Street Evaluation, ID. Sean led the traffic engineering effort to evaluate Main Street, which serves as the Idaho Transportation Department (ITD) State Route 75 and is the main highway connecting Stanley to Shoshone in Ketchum, Idaho. The City desired to convert Main Street into a more urban, pedestrian and bicycle-friendly roadway serving multi-modal activity at the City center. The evaluation included existing conditions, no-build conditions, and the review of a 'roadway repurposing', or road diet, converting the two-lanes in each direction to a one-lane each direction with a two-way left-turn lane, bikes lanes, and parking lanes. Sean coordinated with the City and ITD to obtain the existing signal timing. He developed short-term signal timing plans to help facilitate progression along Main Street between River Street and 6th Street.

City of Spokane Valley, Coordination Timing Plans, WA. Sean refined and implemented timing plans for several major corridors within the City, including Sullivan Road, Argonne Road, Sprague Avenue, and Pines Road. The coordinated plans were developed in Synchro using timing cards from I2 and SEPAC and updated traffic counts. Sean adjusted walk times, yellow, and all-red times, as well as splits and cycle lengths along each corridor to improve traffic flow. He used SimTraffic and Time-Space diagrams to show platooning and progression and ultimately implemented the traffic signal timing plans in the field. Field implementation included minor modifications to the offsets after monitoring traffic in real time to account for driver behavior.



YEARS OF EXPERIENCE: 23

EDUCATION: AAS,
Electronica Design &
Manufacturing, Glendale
Community College

JOHN L. BRANNAN | SUPPORT STAFF

John oversees all installation and technical support of system integration projects for Western Systems. Primary emphasis being on Siemens software solutions and control equipment. John also specializes in communication media including fiber, GHDSL and wireless. Clients appreciate John's customer-oriented approach, his ability to help them keep up with the latest technologies and his willingness to provide technical support. John is certified on all Siemens, Mobility traffic solutions (Yunex Traffic). He maintains all the TACTICS® systems on the west coast and is one of the only SCOOT® Adaptive deployment experts in the USA.

SUMMARY OF QUALIFICATIONS

- Has managed multiple ATMS and ACS projects throughout the Pacific Northwest and California including Adaptive, BRT and communications implementations
- Has managed both the sales and technical support staff at Western Systems
- Collaborated with municipalities, DOT's and other transportation professionals on innovative ITS and traffic solutions to meet customer needs
- Tests and validates new and beta releases of traffic system software to ensure compatibility and compliance before system integration
- Has conducted numerous sales presentations and trained hundreds of customers on multiple proprietary system software platforms

PROFESSIONAL EXPERIENCE

- Managed sales and engineering services throughout the western United States to provide support for innovative transportation products including systems software, communications products, controllers, cabinets, UPS systems, dynamic message signs and beacon warning systems
- Perform in a technical advisor role for design, installation and commissioning of traffic signal Communications devices over copper wire, fiberoptics or wireless networks



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/1/2023
<u>Clerk's File #</u>	OPR 2021-0792
<u>Renews #</u>	

<u>Submitting Dept</u>	PLANNING & ECONOMIC DEVELOPMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	COLIN QUINN- 6804 HURST; TYLER KIMBRELL	<u>Project #</u>	
<u>Contact E-Mail</u>	CQUINNHURST@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0650-CONTRACT AMENDMENT: CENTER & CORRIDOR UPDATE STUDY		

Agenda Wording

Amended contract between the City and Makers Architecture to evaluate the Center and Corridor policies in the City's Comprehensive Plan and development code regulations.

Summary (Background)

This project will evaluate the City's Centers & Corridors growth strategy and recommend changes and updates to the policy approach, map of locations and associated regulations addressing the City's Development Code and associated design guidelines. Resulting recommendations will inform the 2024-2026 Comprehensive Plan Update process as well as regulatory changes in the City's Development Code.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 124,985		# 0650-30210-58620-54201-99999
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BLACK, TIRRELL	<u>Study Session\Other</u>	PIES Committee 11/22/21, City Council Legislative Meeting 12/6/21, PIES Committee 2/27/23
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	Lori Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	tkimbrell@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	tblack@spokanecity.org	

Additional Approvals	bbengford@spokanecity.org
Purchasing	sgardner@spokanecity.org
	smaclonald@spokanecity.org
	jchurchill@spokanecity.org
	cquinnhurst@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Comm & Econ Division, Planning & Economic Development Dept.
Contact Name	Colin Quinn-Hurst
Contact Email & Phone	cquinnhurst@spokanecity.org , 509-625-6804
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Consultant Contract for Center & Corridor Update Study
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> • This contract between the City and Makers Architecture is to evaluate the Center and Corridor comprehensive plan policies and development code and to recommend policy and code updates. • “Centers & Corridors” on the City’s Land Use Plan Map indicate areas where growth in residential and commercial development should be focused, with an emphasis upon creating walkable and transit-rich areas. • Outcomes include recommendations for Comprehensive Plan policy changes and near-term code changes to be implemented at the study’s conclusion. • This study will look at areas adjacent to centers and consider transition standards from “Core” zones into adjacent lower intensity zones. • This project integrates Transit Oriented Development (TOD) recommendations from recent and concurrent studies.
Proposed Council Action	Contract approval
Fiscal Impact Total Cost: <u>\$125,000</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: Planning Department consultant fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <ul style="list-style-type: none"> • The recommendations of this study aim to improve access to destinations, goods, services, shopping, and resources for residents of the city which include in historically underserved neighborhoods. By increasing the capacity to mix uses and provide housing in concert with commercial developments along high-frequency transit lines, along with the prioritization of multi-modal facilities. As a result, the proposals of this project will improve the potential for developing walkable, bikeable, and affordable communities. This type of development reduces the financial burden of transportation costs for over-burdened residents. The land use considerations evaluated by this study lay the groundwork for shifting policy toward supporting a range of housing and commercial investments that would be more immediately accessible and available to nearby residents. 	

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?

- This study identifies existing demographics and land-use characteristics within the neighborhoods designated as Centers and Corridors, focusing on measures of Social Vulnerability as provided by the Centers for Disease Control. The study will identify gaps in desired mixed-use, transit-oriented and accessible land uses and infrastructure.

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

- Subsequent planning efforts, transportation investments and policy changes will be measured against the baseline conditions identified in this study to assess the results of code and policy changes. Future planning and infrastructure projects will continue seeking public input to assess the impacts of code, policy, development, land use and infrastructure changes associated with this study.

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 proposal is aligned with many City policies embedded within the City's Comprehensive Plan:

[Chapter 3, Land Use:](#)

- LU 2: Public Realm Enhancement
- LU 3: Efficient Land Use
- LU 4: Transportation
 - LU 4.6: Transit-Supported Development

[Chapter 4, Transportation:](#)

- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 9: Promote Economic Opportunity

[Chapter 7, Economic Development:](#)

- ED 2: Land Available for Economic Activities
- ED 3: Strong, Diverse, and Sustainable Economy

This project is also aligned with previous and ongoing studies and plans conducted by the City and the STA to assess the potential for transit-supportive land use and infrastructure investments. These studies include the South Logan Transit-Oriented Development Plan(ongoing), the TOD Framework Study (2022), Connect Spokane: A Comprehensive Plan for Public Transportation, the Central City Line Strategic Overlay Plan (2016), Economic and Land Use Impacts of the Central City Line (2014), and supportive neighborhood planning efforts such as the West Central Neighborhood Action Plan, Emerson Garfield Neighborhood Action Plan, and Logan Neighborhood Subarea Plan, and South Hill Coalition Connectivity and Livability Strategic Plan.



City of Spokane
CONTRACT AMENDMENT/EXTENSION
**Title: CENTER AND CORRIDOR
DEVELOPMENT CODE AND DESIGN
GUIDELINES UPDATE STUDY**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MAKERS ARCHITECTURE AND URBAN DESIGN**, whose address is 500 Union Street, Suite 700, Seattle, Washington 98101, as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to conduct the Center and Corridor Development Code and Design Guidelines Update Study; and

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 9, 2021, 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. EXTENSION.

This Contract Amendment/Extension shall run through December 31, 2024.

3. AMENDMENT.

The Scope of Work in the original Contract is amended in accordance with Center and Corridor Design Guideline and Code Update Study, attached as Exhibit B hereto.

4. DEBARMENT AND SUSPENSION.

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

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

**MAKERS ARCHITECTURE AND
URBAN DESIGN**

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:

Exhibit A - Certificate of Debarment

Exhibit B – Amended Scope of Work and Fee Schedule

22-228

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 style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

EXHIBIT B

Exhibit B: Scope of Work and Fee Schedule

Center and Corridor Design Guideline and Code Update Study

A consultant team led by MAKERS architecture and urban design, LLP (“Consultant”) will assist the City in developing recommended actions for updating Center & Corridor Comprehensive Plan policies, Design Guidelines, and Development Code to support high-density Transit-Oriented Development (TOD). This project will select 3-4 focus areas as test case scenarios for applying development code, comprehensive plan, and design guideline recommendations.

Objectives:

1. Review the land use plan map to ensure Centers & Corridors designations have potential to develop as areas of high-density mixed-use development supported by frequent public transit and accessible active transportation opportunities. This may include recommendations for removing or changing Center & Corridor land use designation.
2. Provide a Center & Corridor development code, comprehensive plan, and design guideline review and summarize recommendations that support high-density TOD and transition zones in Centers & Corridors.
3. Review and recommend Center & Corridor types and land use designations. Provide criteria for designating each type of Center & Corridor. This will include clarifying the distinctions between a “Center” designation and a “Corridor” designation.
4. Build off previous and ongoing planning efforts including Building Opportunity in Housing (BOH), the TOD Framework Study, and the South Logan TOD Implementation Plan.
5. Model build-out scenarios for 3-4 focus areas utilizing the recommended Comprehensive Plan, Development Code and Design Guideline revisions for Centers and Corridors.

Assumptions:

All meetings will be conducted remotely, except for the site tour and meeting in Task 3.

Task 1 - Develop Scope of Services:

The Consultant will:

- Conduct a remote internal project kickoff meeting with City staff to develop and detail project objectives, timelines, protocols, and product deliverables.
- Consultant products:
 - A memo with a summary of the discussion
 - A detailed final scope of services document
 - A timeline of anticipated milestones

Task 2 - Communication and Public Outreach Plan:

The Consultant will:

- Develop a communication and public outreach plan with the goal of informing key stakeholders and community groups. The plan will be a living document that is updated throughout the duration of the project.
- The plan will detail strategies tailored to each stakeholder/community group, with touchpoints at key stages of the project.
- The Consultant will revisit our outreach plan throughout the process to confirm the outreach is on track and adjust as needed to ensure project buy-in from the community and stakeholders.


Agenda Sheet for City Council Meeting of:

12/06/2021

Date Rec'd	11/23/2021
Clerk's File #	OPR 2021-0792
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	COLIN QUINN- 6256804 HURST
Contact E-Mail	CQUINNHURST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	CONSULTANT CONTRACT FOR CENTER & CORRIDOR CODE AND DESIGN GUIDELINE UPDATE

Agenda Wording

This is a consultant contract for approval following an RFQ to assist in the Center & Corridor development code and design standard update.

Summary (Background)

This project will update the 2001 development code and design standards for designated Centers & Corridors citywide to emphasize Transit-Oriented Development (TOD). The new code and design standards will be applied in a focus area long the North Monroe corridor.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 125,000

Select \$

Select \$

Select \$

Budget Account

0650-30210-58620-54201-99999

#

#

#

Approvals

Dept Head	MEULER, LOUIS
Division Director	BLACK, TIRRELL
Finance	ALBIN-MOORE, ANGELA
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES, 11/22/21
Council Sponsor	Lori Kinnear

Distribution List

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cquinnhurst@spokanecity.org

Approved by Spokane City Council on: 12/06/2021

DocuSigned by:

CC56CBA4DCC84D6...
City Clerk

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Comm & Econ Division, Planning & Economic Development Dept.
Subject:	Consultant Contract for Center & Corridor Design Guideline and Code Update Project
Date:	November 9, 2021
Author (email & phone):	Kara Mowery Frashefski, 625-6146, kmoweryfrashefski@spokanecity.org
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Louis Meuler, Interim Planning Director
Committee(s) Impacted:	Public Infrastructure, Environment, & Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	<p>This project updates the base 2001 Center and Corridor development code and design standards. This will include an update to the allowed housing types & densities, revised parking standards and transition standards from “Core” zones into adjacent lower intensity zones. The Monroe Corridor will be the first application area of these revised codes, including the portion of Monroe south of Indiana that has yet to have focused Center Planning.</p> <p>Transit Oriented Development (TOD) zones will be created as necessary to implement Comprehensive Plan TOD policies.</p> <p>The update closely aligns with many Comprehensive Plan goals and policies including: Chapter 3, Land Use: LU 1: Citywide Land Use, LU 3: Efficient Land Use, LU 4: Transportation, LU 4.6: Transit-Supported Development, and LU 5: Development Character</p>
Strategic Initiative:	Urban Experience – Grow Targeted Areas
Deadline:	Contract approval by end of 2021.
Outcome: (deliverables, delivery duties, milestones to meet)	<ul style="list-style-type: none"> Update of the Centers & Corridors development code and design standards citywide with emphasis on Transit-Oriented Development.
Background/History:	
<ul style="list-style-type: none"> The focus of this project is to update the 2001 development code and design standards for designated Centers & Corridors citywide to emphasize Transit-Oriented Development (TOD). The new code and design standards will be applied along the North Monroe corridor. 	
Executive Summary:	
<ul style="list-style-type: none"> Planning Services will bring forward a consultant contract after selection from an RFQ to assist in the Center & Corridor development code and design standard update. 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	



City of Spokane
CONSULTANT AGREEMENT
Title: CENTER AND CORRIDOR
DEVELOPMENT CODE AND DESIGN
GUIDELINES UPDATE STUDY

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MAKERS ARCHITECTURE AND URBAN DESIGN**, whose address is 500 Union Street, Suite 700, Seattle, Washington 98101, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to conduct the Center and Corridor Development Code and Design Guidelines Update Study; and

WHEREAS, the Consultant was selected through Informal Request for Qualifications No. 5519-21.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on December 15, 2021, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Compensation under this time and materials Agreement shall be made in accordance with the Fee Proposal attached as Exhibit D and shall not exceed **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)**, including applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

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

breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall

include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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

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

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an

employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or

may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

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

21. CONFIDENTIALITY/PUBLIC RECORDS.

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

22. DISPUTES.

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

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this

Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

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

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

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

MAKERS ARCHITECTURE AND URBAN DESIGN:

DocuSigned by:
 By Bob Bengford
 Signature _____ Date 12/9/2021

Bob Bengford
 Type or Print Name

Partner
 Title

Attest:

DocuSigned by:
Jeni A. Patten
 City Clerk

CITY OF SPOKANE

DocuSigned by:
 By Nadine Woodward
 Signature _____ Date 12/9/2021

Nadine Woodward
 Type or Print Name

Mayor
 Title

Approved as to form:

DocuSigned by:
Mike Piccolo DS
 Assistant City Attorney

- Attachments:** Exhibit A – Certificate Regarding Debarment
 Exhibit B – Scope of Work
 Exhibit C – Consultant’s October 25, 2021 Proposal
 Exhibit D – Fee Schedule



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.

<p><u>MAKERS architecture and urban design</u> Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p>_____ Program Title (Type or Print)</p>
<p><u>Bob Bengford</u> Name of Certifying Official (Type or Print)</p> <p><u>Partner</u> Title of Certifying Official (Type or Print)</p>	<p>DocuSigned by: <u>Bob Bengford</u> Signature 12/9/2021 Date (Type or Print)</p>

EXHIBIT B

Exhibit B: Scope of Work

Center and Corridor Design Guideline and Code Update Study

A consultant team led by MAKERS architecture and urban design, LLP (“Consultant”) will assist the City in writing Center & Corridor Development Code and Design Guideline Updates to support Transit-Oriented Development. This update will support the Comprehensive Plan’s fundamental strategy for Spokane’s physical, economic, and social growth via the “Centers and Corridors” growth strategy, directing growth to specific mixed-use centers (neighborhood, district, and employment) and corridors in the City. This project will seek to apply the code and design guideline updates to a specific example area within the City, the designated Center area located on North Monroe Street.

The code updates will address, but are not limited to, building height, density, setbacks, location of parking, and open space. Design guidelines should address items such as horizontal and vertical articulation, windows, entrances, varied use of materials, vehicular access, etc.

Task 1 - Develop Scope of Services:

The Consultant will:

- Conduct a remote internal project kickoff meeting with City staff to develop and detail project objectives, timelines, protocols, and product deliverables.
- Consultant products: Memo with a summary of the discussion and a detailed final scope of services document.

Task 2 - Initial Review and Analysis:

The Consultant will:

- Conduct an assessment of the physical details of the areas surrounding the North Monroe Center, as well as the Spokane Municipal Code (Unified Development Code), and the City of Spokane Comprehensive Plan, and other applicable existing studies, plans, and applicable regulations.
- Review City’s TOD Framework study recommended outcomes for input into code update project.
- Consultant product: Memo summarizing conclusions derived from the initial review and analysis, and detailing early potential / expected final products for Comp Plan implementing policy or Land Use map categories (if needed), number and types of Core Zones including transition zones if needed, draft codes, and design standards following current Unified Development Code format.

Task 3- Concept Development – Regulatory Recommendations:

The Consultant will:

- Carry out additional data collection and analysis as necessary to inform draft code and design guideline updates that support Transit-Oriented Development within Center & Corridor areas.
- Develop transit-supportive Land Use Plan and Development Code changes and other recommendations, addressing building types, block frontage standards, site development, density, transitions between existing land uses and zoning types, parking, building types, multi-modal site accessibility, and design guidelines / standards.
- Participate in three to five public presentations to the Spokane Plan Commission and Spokane City Council to provide information and updates relating to this project.

- Consultant product: Presentation document, in Powerpoint or PDF format, detailing how conclusions from initial review and analysis informed the development of initial concepts for Land Use Plan and Development Code changes, associated design guidelines, and related regulatory recommendations.

Task 4- Drafting and Refining Focus Area Framework:

The Consultant will:

- Completion of draft code and design guideline changes and other recommendations for the North Monroe Center focus area which identify specific attributes and provide direction for future development in an electronic form. This deliverable will demonstrate how the corridor-level planning and development framework would apply within a single focus area.
- The proposed changes shall be consistent with and help implement the goals and objectives of the Spokane Municipal Code, Comprehensive Plan and other City plans and policies of the City of Spokane.
- Consultant product: Memo, in Word and PDF format, describing and illustrating how recommended policy, code and regulatory changes would apply in the North Monroe focus area. Illustrate recommendations with graphics and map-based figures to clearly convey the application of these changes within the North Monroe focus area.

Task 5 - Communication and Public Outreach Plan:

The Consultant will:

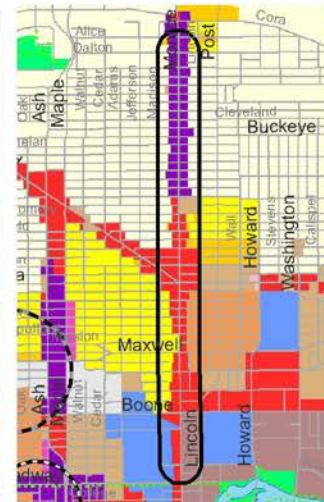
- Develop a communication and public outreach plan with the goal of informing the project study. Adjacent (and impacted) property owners and businesses, as well as nearby neighborhoods and elected officials will be engaged during the process. The plan will be a living document that is updated throughout the duration of the project.
- The plan will detail strategies tailored to each stakeholder/community group, with touchpoints at key stages of the project.
- The Consultant will revisit our outreach plan throughout the process to confirm the outreach is on track and adjust as needed to ensure project buy-in from the community and stakeholders.
- The Consultant will attend up to four public meetings for the project as part of the outreach effort for the public meetings and will prepare a project concept drawing for the city project website.
- Consultant products:
 - Memo, in Word and PDF format, detailing the strategies and timeline for engaging stakeholders and technical agency partners throughout the study process.
 - Presentation documents, in Powerpoint or PDF format, for public meetings.
 - Project concept drawing in PDF format.

Task 6 - Final Public Review Process:

The Consultant will:

- Partner in a virtual public meeting and a virtual final presentation to the City Plan Commission of the initial draft.
- Carry out up to two rounds of revisions that may become necessary. The Consultant will be responsible for consolidating them into a series of action items for revisions or responses.
- Consultant products:
 - Presentation document, in Powerpoint or PDF format, for delivery of public meeting and Plan Commission presentations.
 - Draft and final report, in Word and PDF format, detailing proposed regulatory changes and North Monroe focus area framework.

EXHIBIT C



Center and Corridor Design Guideline and Code Update Study

October 25, 2021

Prepared for:
City of Spokane

Prepared by:
MAKERS architecture and urban design
SCJ Alliance
Leland Consulting Group
Toole Design



LETTER OF SUBMITTAL



make (māk) vb 1 to bring into being by shaping or altering 2 to form in the mind, a judgement or plan 3 to put together by combining parts 4 to build, construct, formulate, devise, create 5 to prepare for use; arrange 6 to cause to happen

October 25, 2021

Connie Wahl
City of Spokane – Purchasing Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Connie Wahl and the members of the Selection Committee,

Our team is pleased to submit our qualifications for the City of Spokane “Center and Corridor Design Guideline and Code Update Study.” We enjoyed working with City of Spokane staff, community members, and public officials on the North Bank Subarea Plan and South University District Subarea Plan and implementing zoning regulations and look forward to the chance of collaborating again.

We’ve pulled together an excellent consultant team with the following firms (with legal statuses noted):

- **MAKERS architecture and urban design**, limited liability partnership – Prime firm. Project management, urban design, code analysis, and graphics.
- **SCJ Alliance**, Washington-registered corporation – Subconsultant firm. Transit-oriented development, public engagement, and zoning.
- **Leland Consulting Group**, Oregon-registered Sub S corporation – Subconsultant firm. Real estate strategy and market analysis.
- **Toole Design**, limited liability partnership – Subconsultant firm. Strategic resource for transportation planning.

MAKERS’ team brings very strong familiarity with the physical, regulatory, economic, environmental, social, and political context of Spokane’s Centers and Corridors (notably North Monroe Street). MAKERS also brings extensive experience and demonstrated success in crafting user-friendly zoning codes that implement local goals and policies. Collectively, the firm has completed close to 100 sets of zoning codes and design standards for cities and counties covering the full range of land use contexts. Numerous such projects have won regional and state awards. More importantly, our projects have been successful in meeting community objectives in terms of land use, design, and code usability and predictability.

No current or former employees from the City of Spokane are employed by or on our firms’ governing boards as of the date of this statement nor during the previous twelve months. We will comply with all terms and conditions set forth in the Informal Request for Qualifications, unless otherwise agreed by the City.

MAKERS

architecture · planning · urban design

make (māk) vb 1 to bring into being by shaping or altering 2 to form in the mind, a judgement or plan 3 to put together by combining parts 4 to build, construct, formulate, devise, create 5 to prepare for use; arrange 6 to cause to happen

In the course of previous Spokane work and in responding to the iRFQ, we are familiar with the Spokane Comprehensive Plan, zoning code, and other recent planning documents. Our submittal herein includes both our technical proposal and management proposal as required in the iRFQ. Again, we are particularly excited about this effort and we look forward to hearing from you.

Yours sincerely,



Bob Bengford, AICP
Partner

(206) 602-1234
bobb@makersarch.com

500 Union Street, Suite 700
Seattle, WA 98101
(principal place of business)

Bob Bengford is authorized to legally bind MAKERS and the consultant team to a contractual relationship. He is the individual with whom contract will be written and will sign the contract through the DocuSign process.

TECHNICAL PROPOSAL

The page features a series of four horizontal bars stacked vertically below the title. From top to bottom, the bars are light blue, white, orange, and red.

PROJECT UNDERSTANDING & APPROACH

MAKERS' team brings a very strong understanding of the physical, regulatory, economic, environmental, social, and political context of Spokane's Centers and Corridors – notably the designated Center area located on North Monroe Street:

- MAKERS and Bill Grimes (Studio Cascade) submitted proposals and interviewed for the 2012 North Monroe Corridor Revitalization Project, ready to work with the neighborhoods on the corridor to align land use and transportation planning. The City eventually decided to jump straight to designing and constructing the three-lane section north of Northwest Boulevard.
- SCJ's Bill and Alicia are based in Spokane, and they each have a long history of planning in the area. Bill has been consulting in Spokane since 1996, and Alicia spent several years working with the City and its neighborhoods before joining SCJ.
- MAKERS' 2019 work in the North Bank area bordered the North Monroe Corridor. As a part of the project, Bob Bengford conducted an extensive regulatory audit that analyzed the Comprehensive Plan, area zoning district provisions, block frontage standards, design standards, and off-street parking standards. Bob undertook a similar assessment for his work on University District zoning provisions.



Photo of the North Monroe corridor in 2012, prior to the three-lane configuration improvements



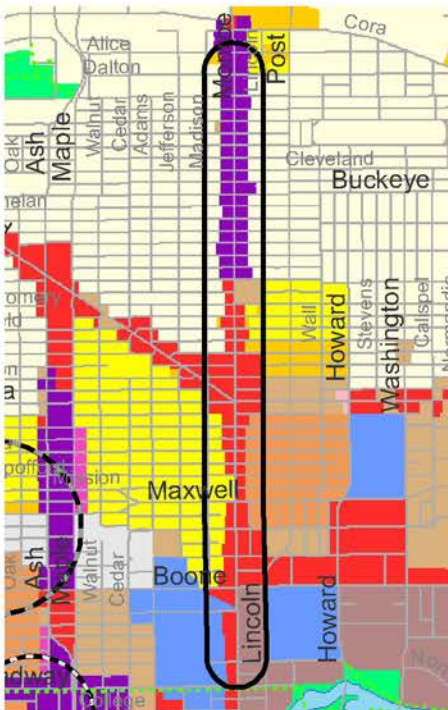
PROJECT ASSUMPTIONS & QUESTIONS

In MAKERS' team discussions in crafting this proposal, three issues came up that are worth noting here:

Extending Monroe's road diet configuration southward? Though we have discussed the possibility of extending those improvements in past conversations with staff, we are assuming that there are no concrete near-term plans to extend the improvements through the full CC2 zone.

Corridor and/or Center? While we understand that the City would like to update provisions for all designated Centers and Corridors, the iRFQ states that "this project will seek to apply the code and design guideline updates to a specific example area within the City, the designated Center area located on North Monroe Street." Our question is: Is it a Center or a Corridor? Our planning assumption is that its linear form means that it is a corridor. Elsewhere on the map, circles designate "centers." While the distinction may seem esoteric, the context for planning is distinctly different. Existing text in the Comprehensive Plan doesn't address the issue clearly. But in terms of efforts and products of this project, particularly for North Monroe Street, is there a definable center warranting adjustments to the zoning parameters and design provisions? Or should the examination focus on the more linear attributes of an arterial corridor, with activity nodes based on transit stops?

Adjustment to major zoning parameters? Based on the iRFQ language, we are assuming that the City may be open to adjusting key zoning parameters, including height and FAR limits and permitted uses. For this reason, we felt Leland's inclusion to the team is critical to assess the feasibility of options that we feel will be very important to this effort. Whether these parameters are adjusted based on the particular corridor, center, or zone is another question.



Technical Proposal

KEYS TO SUCCESS

Based on our understanding of the context and task list in the iRFQ, below are keys to the success of this project:

Collaboration with staff. The iRFQ clearly states that staff may take on a substantial share of the work to help preserve project resources. MAKERS and SCJ both like these types of projects, as we often play roles as extension of staff for a variety of cities. It will be important to set a clear division of labor out the outset. Other key collaborative elements include setting and maintaining a good project schedule, communication (early and often) with the Planning Commission and City Council, and holding recurring check-in-meetings. We also tend to make a practice of sending rough preliminary concepts to the project manager well in advance of internal deadlines, to obtain early feedback, make efficient use of resources, and ensure we're on the same track.

Strategic and effective public and stakeholder engagement.

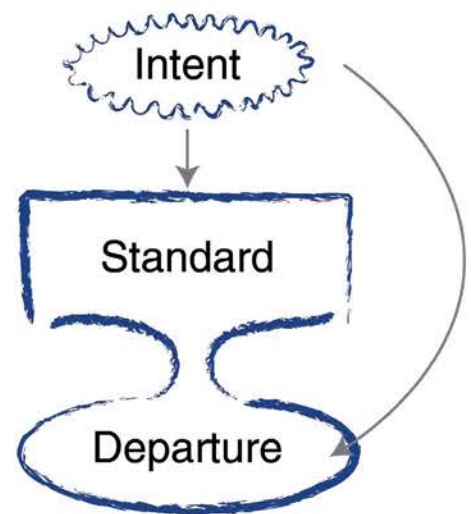
This will involve two tracks: One to involve the broader community and include the North Monroe Business District group, other adjacent neighborhood councils, and neighborhood residents on both sides of the corridor to listen to concerns and objectives, communicate project progress, and provide feedback on concepts and draft materials. The second track involves the development community to make sure the zoning and design standards actually make sense and are realistic enough to entice new investment. The iRFQ emphasizes that such engagement will be remote, which both MAKERS and SCJ have become highly proficient at.

Simplifying the code to provide BOTH certainty and flexibility.

MAKERS has long crafted design provisions that maintain a balance of certainty and flexibility that suits each community. This includes clear minimum standards which offer a high level of predictability for all participants. We integrate flexibility by emphasizing a toolbox approach, where there are choices in how the applicant can meet the minimum standards. We craft the toolbox so the minimum can still meet community design objectives, while including choices that minimize cost and maximize options. Second, we often advocate for departures that provide an avenue to vary from key (not all) standards, provided they meet specified intent statements and other specific approval criteria. Whereas the existing design guidelines for Centers and Corridors have a variant of this approach with the provisions for Requirements (R), Presumptions (P), and Considerations, we feel that our simplified approach is both easier to use and more predictable.



MAKERS started the Covington Downtown Form-Based Code project just as the COVID-19 pandemic hit, and to meet public health requirements we seamlessly transitioned to all-remote engagement for stakeholder interviews, surveys, and public meetings. Our first online workshop drew more than 60 attendees which exceeded staff's expectations, and results from the two live surveys were instrumental in setting the direction of the code.



Mendenhall - Feasibility Index

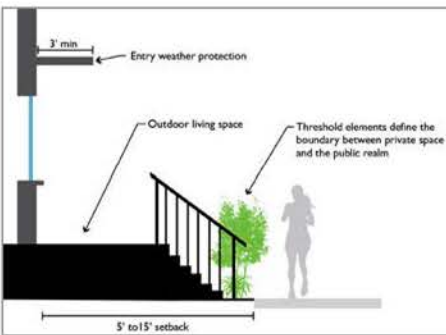
Not Feasible <<< << < < < > > > > >> >> Feasible

Proposed Site Plan

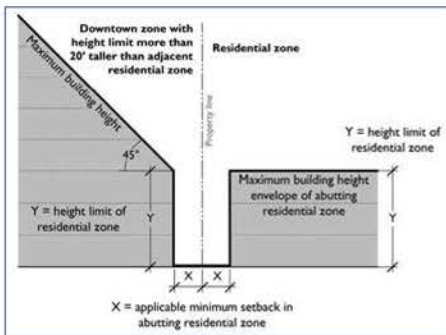
- Mendenhall Mixed Use is **not feasible in today's market**
- Residential rents at Mendenhall would have to be approximately 40% higher than market rate for the development to be feasible
- Incentive or gap financing could enable the development to pencil in today's market

Mendenhall Mixed Use – Financial Performance Output		
Top of Current Market Rent	\$1.75/SF (\$1,550 a month for a Two Bed Unit)	Not Feasible
Necessary Rent	\$2.45/SF (\$2,170 a month for a Two Bed Unit)	Feasible

One of several MAKERS/Leland proforma's for Bozeman's North 7th Avenue corridor.



Example standards for ground level residential block frontages.



Example zone edge standards.

Calibrating the code with market realities AND design objectives.

LCG will conduct a financial analysis of development prospects that looks at how code or policy changes impact development prospects for a variety of development types along the Monroe Corridor. This work will involve market research and interviews with key stakeholders in the development community to understand the core barriers to development, identify potential solutions, and calibrate the analysis. LCG's analysis will show what development types are feasible under current conditions and what interventions might help improve development feasibility for other types. LCG collaborated with MAKERS and Bill Grimes (with Studio Cascade) on a similar effort for Bozeman's North 7th Avenue corridor (see Spotlight Bozeman on page 10).

Strengthening/updating the block frontage standards.

MAKERS has long championed a relatively simple framework of block frontage standards to help shape development to reinforce desirable current forms and/or promote a transition towards a more pedestrian-friendly form over time. This approach recognizes that every block is different, and that some frontages warrant a very strict approach, while maximum flexibility is warranted on other blocks. Our auditing work for North Bank and the University District illustrated that significant changes in the current "complete streets" and design standard provisions were needed to meet new community form objectives for those areas. The design standards approach for North Monroe treats the whole corridor the same and the provisions for building location, parking location, and façade transparency all warrant review and refinement. Also, the design provisions for ground floor residential allowances along North Monroe Street and the approaches to the side street frontages should also be examined and discussed.

Addressing site and zone edges.

Most of the North Monroe Street lots border RSF and RTF zones, which are largely characterized by detached single family homes and a height limit of 35 feet. Even if height limit increases aren't considered for the CC2 zone, zone edge treatments, particularly in this case where no alleys are present, are important for the health and stability of the neighborhood. MAKERS has cautiously crafted residential treatments that balanced privacy and minimized shade/shadow impacts from taller buildings with provisions that allow generous use of corridor lots for mid-rise construction. Most recently, MAKERS has crafted unique zone edge provisions that achieve this balance in Bozeman, Mountlake Terrace, and Bothell's Canyon Park.

Technical Proposal

Creating a regulatory framework that is both adaptable

and adoptable. Unless we are completely updating and replacing an existing code, we understand that we most often need to craft regulations that meet the community's land use and design objectives AND can successfully be integrated into the existing regulatory framework. With this "case study" arrangement, it will be essential for the new framework to be adaptable to the other Centers and Corridors, and adoptable from a functional and political standpoint. We've successfully accomplished such objectives in numerous projects, including the recent Mountlake Terrace Town Center Zoning & Design Guidelines (Chapters 19.50 and 19.123), Bothell's Canyon Park Subarea Regulations (Chapter 12.48), and for Wenatchee's housing code updates (Chapters 10.46, 10.47, and several other chapters.

Spotlight: Bozeman's Midtown Revitalization

Team members Bob Bengford and Bill Grimes, together with Leland Consulting, collaborated on a plan and implementing zoning and design provisions for Bozeman's North 7th Avenue corridor (Midtown). As the first phase of the city's unified development code update, the team conducted a multi-day design charrette to explore, craft, and present concept to revitalize this underutilized corridor, which functions at the northern gateway into the city. MAKERS and Leland collaborated on pro forma case studies of several small and large sites along the corridor to

MIDTOWN PROBLEMS...

- Code requires suburban auto-oriented development
- Not enough housing within walking distance to support more pedestrian-oriented uses
- No design standards have been adopted to implement the 2006 North 7th Plan
- No plan is in place to guide streetscape improvements to implement the 2006 North 7th Plan vision (and any modifications to vision)

...AND SOLUTIONS

- Craft and adopt form-based block frontage standards for district streets
- Update zoning to allow for more housing in strategic areas
- Adopt new design standards to implement the 2006 North 7th Plan
- Craft and adopt streetscape improvements standards to implement Midtown's updated vision

Bozeman Development Code Update

BOZEMAN

determine feasibility of more pedestrian-oriented development types at a variety of scales appropriate to the corridor. The zoning changes and new code were adopted in 2018, and per frequent discussions with City staff, have proved to be very effective with significant development activity occurring both along the corridor and citywide.

MANAGEMENT PROPOSAL



CONSULTANT TEAM MANAGMENT

As the prime consultant, MAKERS will manage the project team, firm-level assignments and responsibilities, and allocation of project resources. The individual firms will be responsible for staff assignments and responsibilities within their firms. These duties and expectations will be communicated by regular project check-in meetings, emails, and phone/video calls.

Our firms and staff members have collaborated on similar projects many times, and therefore we are nimble and ready for curveballs. We will proactively respond to issues and scope changes by communicating directly with the City's project manager and identifying possible courses of action.

The consultant staff identified in the organization chart to the right and on the following pages will perform the assigned work, and any substitutions will undergo approval by the City.

LEVEL OF EFFORT

The chart below indicates the estimated level of effort by each firm in carrying out the six tasks identified in the iRFQ.



CITY OF SPOKANE

MAKERS

- Bob Bengford**
Partner in Charge
- Scott Bonjukian**
Lead Planner
- Yifan Xing**
Graphic Designer

SUBCONSULTANTS

SCJ ALLIANCE

- William Grimes**
TOD Lead
- Alicia Ayars**
Public Engagement
- Rachel Granrath**
Zoning Development

LELAND

- Brian Vanneman**
Real Estate Strategist
- Sam Brookham**
Lead Market Analyst

TOOLE DESIGN

- Amalia Leighton Cody**
Transportation Lead

PROJECT TEAM

MAKERS



STRATEGIC

MAKERS delivers client-specific solutions that address priorities and align with values.



PRACTICAL

MAKERS' actionable products concisely address functional, environmental, financial, and political conditions.



INNOVATIVE

MAKERS is known for our creative approach to facilitating collaborative processes and solving complex problems.

MAKERS architecture and urban design, LLP (MAKERS) is a planning and community design firm located in Seattle, Washington. We have assisted communities in making and implementing wise decisions about their futures since our founding in 1972. With a staff of 30 professionals, MAKERS offers a full range of planning and urban design expertise including community planning, street and public realm design, urban center planning, and design guideline development. Because of our broad experience, MAKERS excels at translating policy objectives into visions that can be implemented through development regulations, capital improvements, and public-private partnerships.

Our comprehensive plans, zoning regulations, and other products (including many award-winning projects) have been instrumental for numerous communities to achieve their livability, sustainability, economic development, and design objectives. Our plans and codes have proven their effectiveness, as we provide more than just a “pretty picture” and work directly with market experts and stakeholders to ensure our plans are both inspiring and realistic.

MAKERS is especially skilled at:

- Providing clarity around and building momentum and support for a community-based vision.
- Developing strategies for transformation based on current and future market conditions.
- Using urban design as a problem-solving tool.

We pride ourselves on bringing consensus to projects that involve many different stakeholders, both public and private. MAKERS is a Washington state certified women’s business enterprise (WBE) and disadvantaged business enterprise (DBE).

Management Proposal

BOB BENGFORD, AICP

As partner-in-charge and project manager, Bob will have prime responsibility and authority for the work of the entire consultant team. He's become intimately familiar with Spokane's physical, planning, and regulatory context with his recent work in the North Bank and University District.

He is passionate about helping communities craft plans, zoning, and design provisions that implement their land use and community design goals and objectives. Bob manages a variety of complex projects including comprehensive plans, community design guidelines and development regulations, downtown urban design plans, neighborhood plans, and joint land use studies.

Bob has become a national expert in crafting regulations and design provisions to meet community objectives, completing over 65 regulatory/design guideline projects with MAKERS. This includes the full spectrum of community and development types, including dense urban downtowns, historic communities, auto-oriented commercial corridors, established neighborhoods, and rural communities.

Bob's background as a planner for several cities and counties, including Bonner County, Idaho (1995-1997), has provided him with a solid foundation and understanding of how development regulations work (and often don't work). This experience has been helpful in collaborating with staff, public officials, the development community, and community members in identifying critical issues, brainstorming solutions, illustrating the benefits and drawbacks of various options, and ultimately crafting user-friendly documents that help communities achieve their design and development goals.

Bob has led multiple conference sessions on many types of regulatory issues and is a frequent contributor to the Municipal Research Service Center's Insight Blog ([click here](#)). Bob also chairs Washington APA's Community Planning Assistance Team program ([click here](#)), and helped initiate and leads Washington APA's Great Places Program.



Title: Partner
Duty: Project Manager
Current Availability: 25%
Spokane Project Availability: 20%



Bob working in Waxhaw, North Carolina on a unified code development update in collaboration with Bill Grimes.



SCOTT BONJUKIAN, AICP

Scott is an urban designer committed to helping communities solve complex and interconnected problems, including housing affordability, climate change adaptation, and multimodal mobility. With a background in architecture and public sector planning, he brings a deep toolbox and open mind to every MAKERS project.

Title: Associate 2 - Planner/Urban Designer
Duty: Urban Designer
Current Availability: 35%
Spokane Project Availability: 20%

His key role in this project will include code analysis, draft development, and project management. Scott specializes in site plan concepts and review, online public engagement, and technical topics such as parking and lighting. Recent work with Bob has included design standards and development regulations for the communities of Anacortes, Covington, Issaquah, Port Orchard, Wenatchee, Carnation, and Mountlake Terrace.

Scott has presented at several local, state, and national conferences on a variety of planning topics, including updates to the Washington State Environmental Policy Act. Prior to MAKERS, Scott worked at the City of Port Orchard on comprehensive planning and downtown zoning updates.



YIFAN XING, LEED AP, WELL AP, SITES AP

Yifan is an urban designer with an interdisciplinary background in architecture and urban design, and has practiced as an architectural designer and urban designer for architecture and urban planning firms such as GMP, CADG, HKS and SWA. On the Spokane project Yifan will assist with developing a consistent graphic style and project branding, site development case studies, and new visualizations and 3D graphics.

Title: Urban Designer
Duty: Graphic Designer
Current Availability: 25%
Spokane Project Availability: 15%



Yifan has been leading the visualizations for the Renton Transit-Oriented Development Subarea Plan



Management Proposal

SCJ ALLIANCE

SCJ Alliance (SCJ) is a multi-disciplinary consultancy based in the Pacific Northwest. With more than 130 employees—planners, landscape architects, civil engineers, transportation designers, environmental experts, and information technology specialists—we offer a wide and deep inventory of talented personnel. We are dedicated to working collaboratively with our clients to uncover creative approaches to planning strategy, community engagement, and design opportunities. Our staff is diverse, and the single common element among us is our personal commitment to finding creative, customized, compelling, and achievable solutions. We successfully build rapport at the outset by listening deeply to our client communities and approach each assignment with open minds, authentic curiosity, and talent. We've carefully selected our team for this project based on skill, related experience, and, most of all, passion for what we'll do.

SCJ knows that the challenges facing local government are increasingly complex and interconnected, and complicated by limited resources and time. Our strength is in not only our recognition of these issues, but in our first-hand experience working as staff in small and mid-sized cities throughout the region. We have broad expertise in the preparation of land use regulations and code updates, and seek innovative but practical answers to development proposals. We are committed to partnering with you, anticipating your needs, and achieving your community objectives.

SCJ is proud to be a 100% employee-owned corporation registered in the State of Washington.

WILLIAM GRIMES, AICP

Bill has more than 30 years of planning, design, and public engagement experience, working on transportation plans and projects, zoning, critical areas ordinances, regional design frameworks, and development master plans. Some of his more notable projects have involved neighborhood, district, and downtown master plans, plans for private development and innovative implementation measures such as tax-increment financing, transfer of development rights programs, and public transportation benefit areas. Throughout his career, Bill has committed to transparent process, active and informed community dialogue, and application of creative, pragmatic, and effective design strategies that consider multiple perspectives and priorities.



Title: Principal

Duty: TOD Lead

Current Availability: 15%

Spokane Project Availability: 15%



ALICIA AYARS

Public engagement is about connecting people to the things that matter most to them about a place. Alicia brings an enthusiasm for connecting and engaging people on projects and topics they care most about.

Alicia has worked with a variety of communities in Central and Eastern Washington leading long-range planning projects like Comprehensive Plans, environmental and development code updates, and downtown subarea and revitalization plans. She also has experience with policy development and action planning. Alicia began her career in the public sector developing skills in community engagement, customer service, budget management, and served as project manager for many city initiatives. Planning processes facilitated by Alicia will draw on the power of collaboration and community. With a desire to provide engaging and quality work, Alicia values planning that positively impacts people and their community.

Title: Strategic Advancement Manager

Duty: Public Engagement and Policy Development

Current Availability: 30%

Spokane Project Availability: 30%



RACHEL GRANRATH, AICP

Rachel is a strong believer in placemaking and assisting clients to realize their potential and vision through the public planning process. She specializes in facilitating and managing complex groups and interests to achieve a comprehensive planning effort. Her skills include development and plan review, downtown planning, economic development, community engagement, long-range planning, redevelopment and infill, grant writing, and floodplain management.

Drawing from her experience in rural and urban communities, she excels in developing strategies, visual tools, urban design, and guiding a community from start to finish through an inclusive planning process. She takes great pride in her work and always strives to meet the needs and goals of the community.

Title: Senior Planner

Duty: Zoning Development

Current Availability: 10%

Spokane Project Availability: 10%

Management Proposal

LELAND CONSULTING GROUP



Leland Consulting Group (LCG)

is a team of strategic advisors providing expertise in market and financial analysis; the land use aspects of corridor and transit planning; economic development; public-private partnerships; and other areas. During 30+ years in business, LCG has helped to plan and implement progressive development throughout the Pacific Northwest, recognizing that special and economically vibrant places result not just from one factor, but from the combination of quality design, supportive markets, developer capacity, and financial strength. We balance rigorous analysis with candid advice to deliver strategies that our public and private clients use to enhance their communities and create lasting value.

BRIAN VANNEMAN

Brian Vanneman is a real estate development advisor and urban planner who works with public agencies and private developers to create great urban places. Brian's passion is for mixed-use destinations that blend adaptive reuse with ground-up development, missing middle housing communities, and transit-oriented development—places where people can meet, work, recreate, and thrive. In support of these and other projects, Brian assists public agencies and private developers to envision new uses for underutilized property, conduct market and financial analysis, build partnerships among diverse parties, and take action that makes better places possible.



Title: Principal

Duty: Real Estate Development Strategist

Current Availability: 20%

Spokane Project Availability: 25%

SAM BROOKHAM

Sam Brookham is an innovative and technically astute urban planner, real estate strategist, and project manager with a passion for sustainability. He believes in taking a holistic and equitable approach to planning and economic development by pursuing vision-driven economic objectives that are based on tailored, quantitative, market-based analysis and targeted engagement. At Leland Consulting Group, Sam conducts economic, market, and fiscal analyses and develops strategies that enable clients to make informed decisions about public investments in land use, transportation, and economic development projects.



Title: Associate

Duty: Lead Market Analyst

Current Availability: 20%

Spokane Project Availability: 35%

TOOLE DESIGN

TOOLE DESIGN

Jennifer Toole founded Toole Design in 2003 with a mission to create dynamic communities where walking, biking, and using transit are possible for people of all ages and abilities. Since then, she has assembled a talented group of planners, engineers, urban designers, and landscape architects who share her passion for producing the highest quality work as well as her commitment to improving community health and quality of life. Founded in Maryland, the company now has 18 offices and over 200 employees across the country.

At Toole Design, we know that access to transit service is a foundational component of a safe, sustainable transportation system. Our staff have conducted extensive studies on the multimodal issues common to many U.S. transit corridors, such as bicycle and pedestrian crossings at transit corridors, bicycle, and pedestrian access to transit (including first-/last-mile access and bicycle parking), the integration of transit and bike corridors (including shared bike/bus lanes), bicycle parking volume and design, wayfinding for station access, and bus stop location and design. We have assisted in the planning of new BRT systems to ensure that bicycle and pedestrian access and circulation are incorporated from the outset (and in turn leveraged as crucial tools for reaching ridership goals); we have experience co-locating bikeshare with transit; and we have developed innovative designs for separated bike lanes and transit stops.



AMALIA LEIGHTON CODY, PE, AICP

Amalia is a civil engineer and planner who brings significant experience in planning and designing infrastructure projects in Washington State. Amalia has partnered with municipal agencies and their stakeholders to manage transportation and parks projects that emphasize mobility, social equity, and community enhancement. Amalia brings extensive experience working on Comprehensive Plans, Subarea Plans, Corridor Studies, and Station Area Plans. Her expertise lies at the nexus of land use and transportation and utility infrastructure needs for various development scenarios. Amalia understands the importance of the interface between the adjacent buildings and the public rights-of-way.

Title: Seattle Office Director

Duty: Transportation and
Infrastructure Lead

Current Availability: 25%

Spokane Project Availability: 25%

PROJECT EXPERIENCE

MARYSVILLE DOWNTOWN MASTER PLAN

MAKERS was hired in 2020 by the City of Marysville to update its Downtown Master Plan (originally developed by MAKERS in 2009) and implement new zoning and design regulations. The new plan and code, adopted unanimously by City Council in September 2021, build on the successful implementation of infrastructure projects recommended in the original plan, including a new City Hall/civic center complex in the heart of downtown, improvements in an adjacent park to create a town center open space, stormwater and street improvements, creation of a new waterfront park, and a road bypass to reduce congestion caused by railroad traffic.

The updated plan and implementing “form-based” code effectively reinforces existing assets, targets near term objectives, and allows for gradual, long-term changes that will create a more livable and economically resilient downtown at Marysville’s heart. The code was crafted as a consolidated chapter in the zoning code and includes:

- Refined zoning map with all new districts, integrating former single family districts now referred to as “Middle Housing 1 and 2”
- Simplified use and density/dimensional provisions crafted to implement the plan
- Strategic reductions in minimum parking requirements
- Through-block connection standards and design options that apply to key locations
- Enhanced block frontage standards that reinforce core storefront blocks and integrate strategic flexibility
- Updated site planning standards that address side/rear yard design treatment, usable internal open space, service elements, and site lighting
- Updated building design standards that include clear provisions for building articulation/massing, detailing, and materials

Contract Period:
2020-2021

Contact:
Chris Holland
Planning Manager
360-363-8207
cholland@marysvillewa.gov



Contract Period:
2016-2019

Contact:
Libby Grage,
Planning Manager
(360) 299-1986
LibbyB@cityofanacortes.org

ANACORTES DEVELOPMENT REGULATIONS UPDATE

As a follow up to Anacortes' adoption of the award-winning Comprehensive Plan in 2016, Anacortes hired MAKERS again to help with an overhaul of the City's development regulations and to craft plan-implementing citywide design standards for multifamily and commercial development.

MAKERS collaborated closely with staff to design a complete reorganization of the code for ease of navigation, cleanup of existing code sections for readability, and integrate a number of new chapters and supporting graphic illustrations. Key elements included new block-frontage standards, standards for missing middle housing types, progressive parking standards, street and subdivision design standards, and a complete update of review procedures and approval criteria.

Early and continuous public outreach guided the project direction. Activities included two surveys, three open houses, stakeholder interviews, steering committee meetings, nearly 20 Planning Commission and City Council meetings, and responding to hundreds of constructive public comments.

Two years since adoption, the code has attracted more missing middle and multifamily housing types during this period than in the previous ten years combined. Staff, community members, applicants, and public officials find the code much easier to use and like the combination of greater infill opportunities and strategic flexibility, while appreciating the greater attention on site and building design.



Integrating Housing Diversity Current Issues & Preliminary Concepts

Over 80% of the existing housing in Anacortes is detached single family homes. The new comprehensive plan policies promote a wider variety of housing types to meet the full range of housing needs for the city's evolving population. The housing types listed below warrant special attention in this code update.

	Current Code	Comprehensive Plan Policy	Considerations
Accessory Dwelling Units (ADU)	Allowed in all residential zones subject to certain restrictions. The form of ADU must be designed by a licensed design professional. The lot must be single-family. A range of lot sizes and zoning districts are allowed. ADU height limit is 14' for detached ADU.	Allow for attached and detached ADU in all residential zones. The form of ADU must be designed by a licensed design professional to ensure compatibility with surrounding areas.	ADU height limit is 14' for detached ADU. ADU height limit is 16' for attached ADU. ADU height limit is 18' for attached ADU.
Small Lot Single Family Dwelling	Not allowed. There are no design standards for small lot single family dwellings. There are no zoning districts that allow for small lot single family dwellings.	Allow for small lot single family dwellings in all residential zones. The form of small lot single family dwelling must be designed by a licensed design professional to ensure compatibility with surrounding areas.	Small lot single family dwellings are not currently allowed in Anacortes. This policy would allow for small lot single family dwellings in all residential zones.
Cottage Housing	Not allowed. There are no design standards for cottage housing. There are no zoning districts that allow for cottage housing.	Encourage the development of cottage housing in all residential zones. The form of cottage housing must be designed by a licensed design professional to ensure compatibility with surrounding areas.	Cottage housing is not currently allowed in Anacortes. This policy would allow for cottage housing in all residential zones.
Townhouses	Not allowed. There are no design standards for townhouses. There are no zoning districts that allow for townhouses.	Encourage the development of townhouses in all residential zones. The form of townhouse must be designed by a licensed design professional to ensure compatibility with surrounding areas.	Townhouses are not currently allowed in Anacortes. This policy would allow for townhouses in all residential zones.
Walk-Ups	Allowed in R-4 zones with certain restrictions. Allowed in R-2 zones with certain restrictions. Allowed in R-1 zones with certain restrictions. Allowed in R-1.5 zones with certain restrictions.	Encourage the development of walk-ups in all residential zones. The form of walk-up must be designed by a licensed design professional to ensure compatibility with surrounding areas.	Walk-ups are not currently allowed in Anacortes. This policy would allow for walk-ups in all residential zones.



Management Proposal

MOUNTLAKE TERRACE SUBAREA PLAN AND TOWN CENTER ZONING AND DESIGN STANDARDS

Anticipating a light rail station by 2023 and a new government campus in its Town Center, Mountlake Terrace hired MAKERS to help formulate a subarea plan and development regulations to encourage modern, mixed-use development. The area is currently characterized by post-war single-family lots and sparse commercial activity, but the community was open to change to accommodate its share of growth and to leverage incoming high-capacity transit connections.

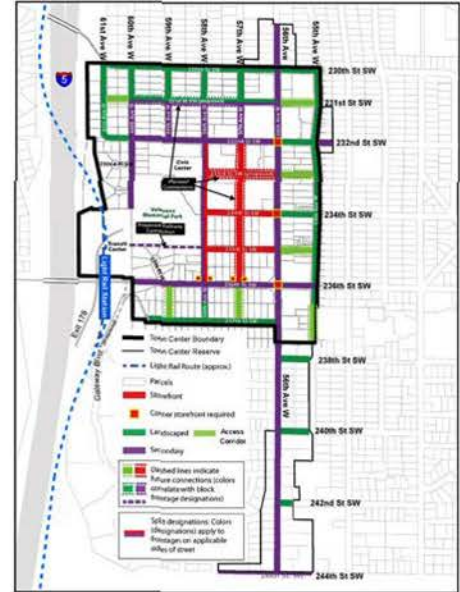
Working with City staff, other consultant team members, steering committee members, public officials, and community members, MAKERS helped refine the Town Center’s vision statement, craft goals and policies, simplified zoning provisions, and new form-based design standards.

The previous Town Center planning area had six zones and multiple sub-zones for building types and heights, and challenging upper-level building setbacks. This complex setup effectively discouraged development. Under the new code, the Town Center is consolidated into three zones, including a minimum height of four-stories and a maximum height of 12-stories. Other key elements of the new zoning and design standards:

- New street and pathway extensions to break up large blocks
- Updated streetscape design standards for various street types
- Block frontage designations and standards to create a centralized “main street” and reinforce the desired form of street frontages
- Site and building design standards to enhance the character and livability of new developments consistent with the Town Center vision.

Contract Period:
2018-2019

Contact:
Stephen Clifton
Assistant City Manager
(425) 744-6209
sclifton@ci.mlt.wa.us



Contract Period:

2015-2018

Contact:

Heather Trautman
Principal Planner
(509) 244-2552
htrautman@cawh.org



AIRWAY HEIGHTS PLANNING SUITE

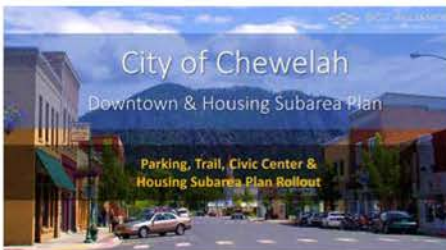
SCJ has worked for the City of Airway Heights on multiple projects, (2016 - present) including a US 2 corridor plan, a comprehensive plan update, and a public art strategy. Another of our projects is the Industrial Subarea Plan which looked at a comprehensive industrial development strategy, master planning more than four square miles of industrial land to accommodate a wide variety of aviation-related and manufacturing uses. The project also included a full infrastructure analysis, preparing an infrastructure phasing plan and long-range capital projects budget to bring the area online in development phases. Working with a number of agency partners, SCJ completed the project within budget and in time to inform budgeting decisions for the City, Spokane Airport, the City of Spokane, and the Washington Department of Transportation (WSDOT).

Contract Period:

2019-2021

Contact:

Mike Frizzell
Public Works Director
(509) 935-8311
mfrizzell@cityofchewelah.com



CHEWELAH DOWNTOWN AND HOUSING SUBAREA PLAN

The Downtown & Housing Subarea Plan was identified as a community priority and area of study after completing the City's Comprehensive Plan Update. The implementation of the project was realized when the city was awarded state housing grant funding from E2SHB 1923.

The study was focused on two primary areas. The first was the downtown area on Main Street and Park Street. The downtown portion of the plan analyzed land use trends, studied the differences between the main street district and the highway corridor development, and produced code provisions for the downtown overlay zone. Zoning overlay provisions improved parking, enhancements for future downtown development, identified pedestrian amenities and improvements, and connected the Chewelah Walking Trail to downtown. The second area of study was residential development in the downtown and the medium-density residential zoning district surrounding the downtown within the subarea boundaries.

The plan resulted in an action strategy that included new code provisions for the downtown and housing, alignment of the Chewelah Walking Trail, improving the Civic Center as the city hub, and a transition space from the residential areas to the downtown main street.

RESUMES





Bob Bengford AICP

PARTNER

Bob Bengford is a certified planner with over 25 years of planning and urban design experience including work in several states. Bob has become a national leader in crafting form-based zoning and design provisions to meet community objectives, completing over 65-such projects at MAKERS. This includes a full spectrum of community and development types, from dense urban downtowns, historic neighborhoods, diverse communities, post-war commercial/industrial centers, and auto-oriented commercial corridors. Bob has been collaborating with communities on such projects long enough to see a range of developments occur under his codes. These results have offered great lessons in techniques that work, and in design review where adjustments can be made. His experience, enthusiasm, and communication skills have been instrumental in resolving conflicts and achieving consensus on design solutions in a wide variety of contexts.

EXPERIENCE

MAKERS, 24 years
Other, 4 years

EDUCATION

Bachelor of Science,
City and Regional Planning,
Cal Poly San Luis Obispo,
1992

PROFESSIONAL

American Institute of
Certified Planners (AICP),
1999

Commercial Real Estate
Certificate, University of
Washington Extension, 2004

Community Planning
Assistance Team Chair,
Washington APA,
2014-Present

Great Places Program
Founder/Committee Member,
Washington APA,
2017-Present

DESIGN GUIDELINES + DEVELOPMENT REGULATIONS

- » Marysville Downtown Form-Based Code, Marysville, WA
- » University District Code Updates, Spokane, WA
- » Mountlake Terrace Town Center Code, Mountlake Terrace, WA
- » Ridgefield Housing Code and Design Standards, Ridgefield, WA
- » Covington Downtown Form-Based Code, Covington, WA
- » Canyon Park Subarea Code and Design Standards, Bothell, WA
- » Wenatchee Sign Code, Wenatchee, WA
- » Freeland Form-Based Code, Island County, WA
- » Tukwila South Multifamily Design Guidelines, Tukwila, WA
- » Anacortes Unified Development Code, Anacortes, WA
- » Downtown Woodinville Illustrated Guide, Woodinville, WA
- » Carnation High Density Housing Regulations, Carnation, WA
- » Wenatchee Housing Code, Wenatchee, WA
- » Mt Vernon Design Standards, Mt Vernon, WA
- » Blaine Downtown Design Standards, Blaine, WA
- » Mercer Island Town Center Regulations, Mercer Island, WA
- » Tacoma Design Review Project, Tacoma, WA
- » Ellensburg Citywide Code Update and Energy Efficiency Strategy, Ellensburg, WA
- » Lacey Sign Code, Lacey, WA
- » Bozeman Unified Development Code, Bozeman, MT

COMMUNITY PLANNING

- » Housing Action Plan and Housing Element Guidebooks, Washington State Department of Commerce
- » Housing Action Plans - Federal Way, Seatac, and Puyallup, WA
- » Moses Lake Comprehensive Plan, Moses Lake, WA
- » Coconino Joint Land Use Study, Coconino County, AZ
- » Naval Base Kitsap/Naval Magazine Indian Island Joint Land Use Study, Kitsap County, WA
- » SUBASE New London Joint Land Use Study, New London, CT
- » Anacortes Comprehensive Plan, Anacortes, WA
- » Woodinville Comprehensive Plan, Woodinville, WA
- » Sammamish Town Center Plan, Sammamish, WA



Scott Bonjukian AICP

ASSOCIATE 1 - PLANNER / URBAN DESIGNER

With an education in both architecture and urban planning, Scott is uniquely suited to work on a wide range of comprehensive planning and urban design projects in all types of communities. Prior to MAKERS he worked in the public sector contributing to land use and transportation planning. He is familiar with best sustainability practices and helps clients prepare for 21st century challenges and opportunities. Scott supports MAKERS' urban design and facility planning projects with stakeholder engagement and public outreach, GIS mapping, policy research, site planning, and writing and editing.

EXPERIENCE

MAKERS, 5 years
Other, 3 years

EDUCATION

Master of Urban
Planning, Urban Design
Specialization, University of
Washington, 2015

B.S. in Architectural
Studies, Washington State
University, 2013

PROFESSIONAL

American Institute of
Certified Planners, 2019,
#31497

City of Port Orchard
Design Review Board

FAA Part 107
Remote Pilot Certificate

URBAN DESIGN AND DEVELOPMENT REGULATIONS

- » Downtown Form-Based Code, Covington, WA
- » Housing Code Updates, Ridgefield, WA
- » Tukwila South Residential Design Guidelines, Segale Properties, Tukwila, WA
- » Ruby Creek Neighborhood Planning Assistance, Port Orchard, WA
- » View Sensitive Overlay Analysis, Tacoma, WA
- » Wenatchee Sign Code, Wenatchee, WA
- » Interbay Public Development Advisory Committee (National Guard relocation), Seattle, WA
- » Development Regulations Update, Issaquah, WA
- » Development Regulations Update, Anacortes, WA
- » Town Center Subarea Plan, Mountlake Terrace, WA
- » High Density Development Regulations, Carnation, WA
- » Commercial and Multifamily Design Standards, Port Orchard, WA

FACILITY PLANS

- » Port of Toledo Strategic Business Plan & Capital Investment Plan, Toledo, OR
- » Maintenance and Operations Center Master Plan, Redmond, WA
- » Facilities Strategic Management Plan, Redmond, WA
- » NOAA Fisheries Miami Lab Replacement Feasibility Study, Miami, FL

COMMUNITY PLANNING

- » Joint Base Lewis-McChord Military Influence Area Overlay and Lighting Study, Lakewood, WA
- » Housing Affordability and Livability Agenda Public Engagement, Seattle, WA
- » 2016 Comprehensive Plan, Port Orchard, WA (prior to MAKERS)

PUBLICATIONS AND PRESENTATIONS

- » "Parking Pushups: Reform for Right-Size Parking", Planning Association of Washington (2019)
- » "SEPA: Effects on Sustainable Growth", Washington Planning Conference (2019)
- » "Planning with Grassroots Media", National Planning Conference (2015)

VOLUNTEER WORK

- » Co-Chair, Community Campaign to Lid Interstate 5 (nonprofit), Seattle, WA
- » Member, Freeway Park Capital Improvements Advisory Board, Seattle, WA



Yifan Xing

LEED AP, WELL AP, SITES AP

URBAN DESIGNER

Yifan is an urban designer who excels in environmental research and design within built environments. He has an interdisciplinary background in architecture and urban design, and has practiced as an architectural designer and urban designer for architecture and urban planning firms such as GMP, CADG, HKS and SWA, where he contributed in design and research on sustainable community development, urban waterfront revitalization, hazard mitigation planning, and post-industrial facilities renovation. He has specific interest and professional insights in urban design projects within waterfront areas.

EXPERIENCE

MAKERS, 1 year
Other, 2 years

EDUCATION

Master of Urban Design,
University of Texas at
Austin, Austin, TX, 2020

Master of Architecture,
Southeast University,
Nanjing, Jiangsu, China,
2018

Bachelor of Architecture,
China University of Mining
and Technology, Xuzhou,
Jiangsu, China, 2015

PROFESSIONAL

LEED Accredited
Professional

WELL Accredited
Professional

SITES Accredited
Professional

URBAN DESIGN AND PLANNING

- » Rainier/Grady Junction Subarea Plan, Renton, WA, USA
- » LA County - Los Padrinos Master Plan, Downey, CA, USA
- » Municipal Operations Sites Master Plan, Tempe, AZ, USA
- » Ambaum Corridor and Boulevard Park Planning and Land Use Study, Burien, WA, USA
- » Downtown Houston Warehouse District Revitalization Plan, Houston, TX, USA (prior to MAKERS)
- » Ecological Restoration and Renovation Plan for Samuell Farm, Dallas, TX, USA (prior to MAKERS)
- » East Archipelago_ Future Development Strategy for East Austin Expansion, Austin, TX, USA (prior to MAKERS)
- » Revitalization Strategies_Policies and Processes for Transformation in the Saint John Neighborhood, Austin, TX, USA (prior to MAKERS)
- » 5000 Feddan New Cairo Capital Garden Masterplan, Cairo, Egypt (prior to MAKERS)
- » Urban Renewal in Beijing Wangfujing Avenue, Beijing, China (prior to MAKERS)

ARCHITECTURE

- » Edgewater Creek Bridge Replacement Project, Everett, WA
- » Deutsches Hafenumuseum, Hamburg, Germany (prior to MAKERS)
- » Pukou Police College Planning and Architecture Design, Nanjing, China (prior to MAKERS)
- » Zhonghe Headquarters Office Design, Shanghai, China (prior to MAKERS)
- » Luzhou Culture Center Planning and Architecture Design, Luzhou, China (prior to MAKERS)
- » new College Center Planning and Architecture Design in Xi'an Jiaotong University, Xi'an, China (prior to MAKERS)
- » Pukou Youth Creative Center Headquarters Office Design, Nanjing, China (prior to MAKERS)
- » Mingfa Medical Center Planning and Architecture Design, Nanjing, China (prior to MAKERS)
- » Liuhe Culture Center Planning and Architecture Design, Nanjing, China (prior to MAKERS)



William Grimes, AICP

Principal-in-Charge/TOD lead

Bill has more than 30 years of planning, design, and public engagement experience, working on transportation plans and projects, zoning, critical areas ordinances, regional design frameworks, and development master plans. Some of his more notable projects have involved neighborhood, district, and downtown master plans, plans for private development and innovative implementation measures such as tax-increment financing, transfer of development rights programs, and public transportation benefit areas. Throughout his career, Bill has committed to transparent process, active and informed community dialogue, and application of creative, pragmatic, and effective design strategies that consider multiple perspectives and priorities.

Education

MURP, Urban and Regional Planning, California State Polytechnic University-Pomona

BS, Administrative Studies, University of California-Riverside

Licenses/Registrations

American Institute of Certified Planners #8848

Memberships

American Planning Association (APA)

Experience

30 years

Current Availability

15%

Availability for this project

15%

Relevant Experience

◆ Lincoln Heights District Center Plan – Spokane, WA

Bill led meeting facilitation, team coordination and development of the plan supporting long-term growth and transformation of the Lincoln Heights District Center. Recommendations included land use, urban design, streetscape, transit and other implementation strategies. The plan identified specific strategies in response to neighborhood hopes and developer objectives, outlining incremental actions to facilitate reinvestment and enhance non-motorized transportation opportunities.

◆ Depot District Subarea Plan – Lacey, WA

Bill led the subarea plan process to shape and facilitate development in Lacey's historic core. A multi-day studio was the focus of this process, located in the heart of the study area and open to participants of all backgrounds and interests. The team developed land use scenarios, tested them with community participants and developed a series of development and transportation system concepts during the studio's run. The preferred land use scenario emerging from the studio became the basis for the plan, generating a series of economic strategic recommendations and setting the stage for new development to occur.

◆ Port Angeles Downtown Waterfront Redevelopment – Port Angeles, WA

Bill, as Principal in Charge/Project Manager, led community visioning, design, and construction phases of this project, taking it from an abstract concept based on community conversation to a brand-new downtown waterfront and community beach in the span of four years. The project unified the community in a new direction for its downtown waterfront and ferry landing, interweaving the Olympic Discovery Trail, a comprehensive wayfinding project and a restored community beach into a new civic landscape.

◆ Manhattan Village Subarea Plan and Transfer of Developments Rights Program – Normandy Park, WA

Under a grant from the US Department of Ecology and the State, Bill led the reinvention of the Manhattan Village shopping center and vicinity into a receiving area for King County's transfer of development rights program. The project included economic modeling to assess "willingness to pay" and the translation of that model into a physical development master plan that ultimately won community support. The City then hired Bill to prepare updates to its comprehensive plan, development regulations and design guidelines to implement the project, and resolve other issues the community was facing.

William Grimes, AICP

Principal-in-Charge/TOD lead

Projects with MAKERS, Leland Consulting Group, or Toole

- ◆ Growth Policy Update – Helena, MT (**MAKERS**)
- ◆ North 7th Avenue Corridor Plan/Zoning Update – Bozeman, MT (**MAKERS/Leland**)
- ◆ Unified Development Ordinance Update and Implementation Strategy – Waxhaw, NC (**MAKERS**)
- ◆ Comprehensive Plan & Zoning Ordinance – Post Falls, ID (**MAKERS**)
- ◆ Lincoln Heights District Center Plan – Spokane, WA (**Leland**)
- ◆ Manhattan Village Subarea Plan and TDR program – Normandy Park, WA (**Leland**)
- ◆ Depot District Subarea Plan – Lacey, WA (**Leland/Toole**)
- ◆ Industrial subarea plan – Airway Heights, WA (**Leland**)
- ◆ Arch Bridge/Bolton neighborhood plan – West Linn, OR (**Leland**)

Additional Project Experience

- ◆ SRTC, North Division Corridor Plan – Spokane, WA
- ◆ Downtown Renaissance Plan Update – Fayetteville, NC
- ◆ Airway Heights Downtown Plan – Airway Heights, WA
- ◆ Chewelah Downtown Plan – Chewelah, WA
- ◆ Newcastle Downtown Plan – Newcastle, WA
- ◆ East Billings Urban Renewal Plan – Billings, MT
- ◆ North Foothills Redevelopment Plan – Spokane, WA
- ◆ Downtown Plan – Council Bluffs, IA



Alicia Ayars

Public Engagement and Policy Development

Public engagement is about connecting people to the things that matter most to them about a place. Alicia brings an enthusiasm for connecting and engaging people on projects and topics they care most about.

Alicia has worked with a variety of communities in Central and Eastern Washington leading long-range planning projects like Comprehensive Plans, environmental and development code updates, and downtown subarea and revitalization plans. She also has experience with policy development and action planning. Alicia began her career in the public sector developing skills in community engagement, customer service, budget management, and served as project manager for many city initiatives. Planning processes facilitated by Alicia will draw on the power of collaboration and community. With a desire to provide engaging and quality work, Alicia values planning that positively impacts people and their community.

Education

BA, Urban and Regional Planning,
Eastern Washington University

Memberships

American Planning Association
(APA)

Experience

8 years

Current Availability

30%

Availability for this project

30%

Relevant Experience

◆ Industrial Subarea Plan – Airway Heights, WA

Alicia served as project manager for the Industrial Subarea (ISA) Plan for the City of Airway Heights. The city was awarded funding from the Community Economic Revitalization Board (CERB) to conduct the ISA Plan and feasibility study which analyzed approximately 300 acres of industrial lands on the south end of the city. Alicia provided public engagement, policy development, and addressed land use and public infrastructure within the subarea boundary.

◆ Downtown and Housing Subarea Plan – Chewelah, WA

Alicia serves as the current and long-range planner for the City of Chewelah, managing all incoming permit review as well as their large planning studies. The Downtown and Housing Subarea Plan was identified as a community priority and area of study after completing the City's Comprehensive Plan Update. Alicia managed the grant funding, created and implemented the public engagement strategy, and led the project from start to finish. The plan resulted in an action strategy that included new code provisions for the downtown and housing, alignment of the Chewelah Walking Trail, improving the Civic Center as the city hub, and transition space from the residential areas to the downtown main street

Additional Project Experience

- ◆ Regional Transportation Plan – Tri-County Economic Development District, WA
- ◆ Central Business District Plan – Airway Heights, WA
- ◆ Public Art Plan – Airway Heights, WA
- ◆ On-Call, Critical Areas, Zoning, and Comprehensive Planning Services – Chewelah, WA
- ◆ On-Call Planning Services – Quincy, WA
- ◆ On-Call Planning Services – Moses Lake, WA
- ◆ On-Call Planning Services – Ritzville, WA
- ◆ Critical Areas Ordinance – Ritzville, WA
- ◆ Development Code Update – Millwood, WA
- ◆ Grant Administrator – Airway Heights and Chewelah, WA
- ◆ Mayor's Housing Quality Task Force – Spokane, WA



Rachel Granrath, AICP

Zoning Development

Rachel is a strong believer in placemaking and assisting clients to realize their potential and vision through the public planning process. She specializes in facilitating and managing complex groups and interests to achieve a comprehensive planning effort. Her skills include development and plan review, downtown planning, economic development, community engagement, long-range planning, redevelopment and infill, grant writing, and floodplain management. Drawing from her experience in rural and urban communities, she excels in developing strategies, visual tools, urban design, and guiding a community from start to finish through an inclusive planning process. She takes great pride in her work and always strives to meet the needs and goals of the community..

Education

MA, Urban and Regional Planning,
Eastern Washington University

BS, Architecture, Roger Williams
University

Licenses/Registrations

American Institute of Certified
Planners #33291

Memberships

American Planning Association
(APA)

Experience

12 years

Current Availability

10%

Availability for this project

10%

Relevant Experience

- ♦ **Zoning, Subdivision, Building, and Stormwater Code Amendment – Cherry Hills Village, CO**
The City adopted a Code Modernization project to amend and streamline the Zoning, Subdivision, Building, and Stormwater Codes which Rachel managed during her time at the City. Her role included working with consultants facilitating meetings, subcommittee discussions and input, and presenting to Planning and Zoning Commission and City Council.
- ♦ **Downtown Revitalization Strategic Plan – Airway Heights, WA**
This planning effort focused on downtown revitalization to establish a strong economic center as well as provide housing options, particularly in the downtown area. Rachel managed virtual outreach and engagement due to COVID- 19 measures which included virtual workshops, a visual preference survey, stakeholder interviews, two-day virtual studio, and online engagement materials. The final plan provides a clear community vision, priorities, and implementation actions.
- ♦ **Elizabeth Downtown Strategic Plan 2015 – Elizabeth, CO**
The Downtown Strategic Plan was a planning update to the Department of Local Affairs (DOLA) Main Street study. As the Town's Community Development Director, Rachel oversaw the public outreach, public input, visioning, and development of the Downtown Strategic Plan. The Plan was adopted in 2015 and secured Elizabeth's placement as a Candidate of the Colorado Main Street Program.

Additional Project Experience

- ♦ Zoning Code Amendment and Planned Development – Quincy, WA
- ♦ Development Regulations Update – Medical Lake, WA
- ♦ Airway Heights Commercial Zoning Amendment – Airway Heights, WA
- ♦ Comprehensive Plan, Development Regulations and Critical Areas Ordinance Update – Newport, WA
- ♦ Comprehensive Plan and Critical Areas Ordinance – Chewelah, WA
- ♦ Community Revitalization Plan – Bridgeport, WA
- ♦ On-Call Planning – Development & Permit Review – Moses Lake, WA
- ♦ On-Call Planning – Development & Permit Review – Medical Lake, WA
- ♦ On-Call Planning – Development & Permit Review – Cle Elum, WA



BRIAN VANNEMAN

Brian Vanneman is a real estate development advisor and urban planner who works with public agencies and private developers to create great urban places. Brian's passion is for mixed-use destinations that blend adaptive reuse with ground-up development, missing middle housing communities, and transit-oriented development—places where people can meet, work, recreate, and thrive. In support of these and other projects, Brian assists public agencies and private developers to envision new uses for underutilized property, conduct market and financial analysis, build partnerships among diverse parties, and take action that makes better places possible.

Education

- Master of Urban and Regional Planning, Graduate Certificate of Real Estate Development, Portland State University
- Bachelor of Arts, History and Journalism, University of Oregon, Clark Honors College

Presentations and Public Speaking Experience

- Oregon Economic Development Association Conference
- American Council of Engineering Companies (ACEC)
- Urbanism Next Conference
- Association of Washington Cities Conference
- Rail-Volution Conference
- Urban planning and architecture classes, Portland State University and University of Oregon

Professional Memberships

- Urban Land Institute (ULI) and ULI NEXT
- Urbanism Next, National Conference Steering Committee
- The Street Trust, Portland, Oregon

Representative Project Experience

- Lincoln Heights Neighborhood – District Center Plan, Spokane, WA
- Regional Growth Area Subarea Plan, University Place, WA
- Real Estate Asset Management Advisory Services, Spokane, WA
- Regional Transportation Vision, Spokane, WA
- Schoolhouse District Development Strategy, Woodinville, WA
- Development Advisory Services, Post Falls, ID
- Waterfront Master Plan and Development Strategy, Port of Vancouver, WA
- Martin Way Corridor Study, Lacey, WA
- Mill Creek Boulevard Subarea Plan, Mill Creek, WA
- Affordable Housing Development Advisory Services, Hood River, OR
- Midtown Corridor Strategy, Bozeman, MT
- Main Avenue Redesign Project, Twin Falls, ID
- Transit Center TOD Study, Wilsonville, OR
- Bellevue-Wilburton Grand Connection Study, Bellevue, WA
- Affordable Housing Incentives Analysis, Boise, ID
- Riverfront Master Plan and Preliminary Development Strategy, Eugene, OR



SAM BROOKHAM

Sam Brookham is an innovative and technically astute urban planner, real estate strategist, and project manager with a passion for sustainability. He believes in taking a holistic and equitable approach to planning and economic development by pursuing vision-driven economic objectives that are based on tailored, quantitative, market-based analysis and targeted engagement. At Leland Consulting Group, Sam conducts economic, market, and fiscal analyses and develops strategies that enable clients to make informed decisions about public investments in land use, transportation, and economic development projects.

Education

- Bachelor of Science, Urban Planning, University of Utah
- Bachelor of Science, Environmental and Sustainability Studies, University of Utah

Skills and Expertise

- Technical: GIS, SketchUp, and Adobe Creative Suite
- Research and Analysis: land use, demographic, real estate, and economic development
- Public Speaking and Facilitation: public meetings, task forces, roundtables, and focus groups

Publications

Author, with Lisa Cintron and Carlos Rodrigues: "A Guide to the Future: Repurposing Stranded Assets and Revitalizing Our Communities," June 2016

Professional Memberships

American Planning Association

Representative Project Experience

- West Plains Transportation Network Plan, Spokane, WA
- West Plains Connection, Spokane/Airway Heights, WA
- Metropolitan Transportation (MTP Update, Spokane, WA
- US 195/Interstate 90 Study, Spokane, WA
- West Plains Transportation Management Plan, Spokane, WA
- South Redmond US-97 Plan, Redmond, OR
- Schoolhouse District Development Strategy, Woodinville, WA
- Mead-Mt. Spokane (US 2), Spokane, WA
- Midtown Action Plan, Bozeman, MT
- Martin Way Corridor Study, Lacey, WA
- Transit-Oriented Development Study, Ogden, UT
- Mill Creek Boulevard Subarea Plan, Mill Creek, WA
- Industrial Subarea Plan, Airway Heights, WA
- Redwood Road Corridor Study, Salt Lake City to South Jordan, UT
- Downtown Civic Core Vision and Action Plan, Renton, WA
- Regional Growth Area Subarea Plan, University Place, WA



AMALIA LEIGHTON CODY, PE, AICP

TRANSPORTATION AND INFRASTRUCTURE LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 19

Toole Design: 2017-Present

MIG/SvR: 2002-2017

EDUCATION / CERTIFICATION

Bachelor of Science,
Civil Engineering,
University of Washington: 2002

Professional Engineer: CA, WA

American Institute of
Certified Planners

APPOINTMENTS / AFFILIATIONS

Seattle Planning Commission,
2007-2016, Chair 2014- 2016

Seattle Design Commission
2018 - Present

American Planning Association

Institute of Transportation
Engineers

Urban Land Institute

Bridge Program Trainer, Seattle
Works, Public Boards and
Commissions, 2007-2015

American Planners Association
Ten Big Ideas Initiative

Amalia is a civil engineer and planner who brings significant experience in planning and designing infrastructure projects in Washington State. Amalia has partnered with municipal agencies and their stakeholders to manage transportation and parks projects that emphasize mobility, social equity, and community enhancement. Amalia brings extensive experience working on Comprehensive Plans, SubArea Plans, Corridor Studies, and Station Area Plans. Her expertise lies at the nexus of land use and transportation and utility infrastructure needs for various development scenarios. Amalia understands the importance of the interface between the adjacent buildings and the public rights-of-way. Amalia has provided Comprehensive Plan, Municipal Code Revisions, and/or Design Guideline expertise for the following communities: Bellevue, Redmond, Seattle, Fife, Marysville, SeaTac, Des Moines, Covington, Snoqualmie, Burien, and Portland, OR.

SELECTED PROJECT EXPERIENCE

Bellevue Complete Streets Transportation Design Manual, Bellevue, WA

Toole Design prepared the narrative and graphics for a Bellevue Transportation Design Manual update that will include Complete Streets, Vision Zero, multimodal Level of Service, and neighborhood greenways policies and design concepts.

Streets Illustrated: Seattle Rights-of-way Improvement Manual Update, Seattle, WA

Toole Design assisted the City of Seattle in an update to the Seattle Right-of-Way Improvement Manual (ROWIM). Written and graphic content for the ROWIM included street typologies, green stormwater infrastructure approaches, public space management, interim design strategies, and construction coordination, among other topics. Toole Design was responsible for drafting the protected bike lane guidance and graphics providing details for accessible parking design, facility widths, separation criteria, pedestrian crossings, and intersection approach design. Amalia focused on ADA and the integration of green stormwater infrastructure into the streetscape.

Accessible Mt. Baker Design Services, Seattle, WA

Toole Design lead the non-motorized planning and design for this at key bus and light rail transit node in Southeast Seattle. Amalia assisted with the preliminary review of the design of pedestrian and bicycle access and facilities.

Spokane Neighborhood Greenways, Spokane, WA

Toole Design is providing outreach support and design services to evaluate two neighborhood greenway corridors north of Kendall Yards on N Chestnut Street and N Elm Street. The team is recommending intersection treatments including signage and pavement marking to make the corridor more predictable for all users.

EXHIBIT D

Exhibit D – Fee Schedule

Compensation to CONTRACTOR for satisfactory performance of the work under this contract shall be billed at the hourly rates listed below and the total compensation shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) including all travel and per diem expenses.

Individual	\$ Hourly Rate
MAKERS – Prime Contractor	
Bob Bengford, Partner	220
Scott Bonjukian, Associate 2	135
Yifan Xing, Urban Designer	105
Subcontractor – SCJ Alliance	
William Grimes, Principal	195
Alicia Ayars, Strategic Advancement Manager	150
Rachel Granrath, Senior Planner	155
Subcontractor – Leland Consulting Group	
Brian Vanneman, Principal	200
Sam Brookham, Associate	140
Subcontractor – Toole Design	
Amalia Leighton Cody, Seattle Office Director	212

Certificate Of Completion

Envelope Id: 76242BE6F3BB4881B8BF17698782566F	Status: Completed
Subject: Please DocuSign: OPR 2021-0792 / Makers Architecture & Urban Design / Contract	
Source Envelope:	
Document Pages: 54	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelopeld Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Jillann Hansen
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	jehansen@spokanecity.org
	IP Address: 198.1.39.252


Record Tracking

Status: Original 12/9/2021 10:56:46 AM	Holder: Jillann Hansen jehansen@spokanecity.org	Location: DocuSign
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Signer Events

Terri L. Pfister
 tpfister@spokanecity.org
 City Clerk
 City of Spokane
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Uploaded Signature Image
 Using IP Address: 198.1.39.252

Timestamp

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Electronic Record and Signature Disclosure:
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Bob Bengford
 BOBB@MAKERSARCH.COM
 Partner
 MAKERS architecture and urban design
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
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Mike Piccolo
 mpiccolo@spokanecity.org
 Assistant City Attorney
 Security Level: Email, Account Authentication (None)

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 Using IP Address: 67.185.168.38

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Electronic Record and Signature Disclosure:
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 ID: faca246e-6412-42c4-a1c6-2b1f1dc2d8f3

Nadine Woodward
 nwoodward@spokanecity.org
 Mayor
 City of Spokane
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 39651E7EC71D4A0...
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 Signed using mobile

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 Signed: 12/9/2021 6:59:23 PM

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Signer Events	Signature	Timestamp
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Terri L. Pfister
 tpfister@spokanecity.org
 City Clerk
 City of Spokane
 Security Level: Email, Account Authentication
 (None)



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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/10/2021 9:11:26 AM
Completed	Security Checked	12/10/2021 9:11:26 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

- The Consultant will remotely attend public meetings as described in the Tasks below as part of the outreach effort for the public meetings and will prepare a project concept illustration for the city project website.
- Consultant products:
 - Memo, in Word and PDF format, detailing the strategies and timeline for engaging stakeholders and technical agency partners throughout the study process.
 - Presentation documents, in PowerPoint or PDF format, for applicable public meetings.

Task 3 - Initial Review and Analysis:

The Consultant will:

- Assess the Spokane Municipal Code (Unified Development Code), the City of Spokane Comprehensive Plan, Center & Corridor Design Guidelines and other applicable existing studies, plans, and applicable regulations, with a particular focus on sections of each document related to Center & Corridor zones and land use designations.
- As a part of this assessment, consultant team members will meet on-site to conduct a tour of relevant Centers and Corridors and discuss issues and scope of work implications. The budget assumes two person visits from Makers, one in-person visit from Leland, and SCJ participating locally (no plane travel necessary).
- Consultant product:
 - Memo summarizing how current Comprehensive Plan, Development Code, and Design Guidelines have affected the development patterns within Centers & Corridors and which Centers & Corridors land use plan map designations are making substantial progress towards the envisioned outcomes according to current comprehensive plan policies. Furthermore, how current regulations have affected the viability of high-density TOD.

Task 4 - Concept Development – Regulatory Recommendations:

The Consultant will:

- Carry out additional data collection and analysis as necessary to inform Development Code, Comprehensive Plan, and Center & Corridor Design Guideline recommendations that support high-density TOD within Center & Corridor areas.
- Develop a methodology for analyzing the suitability of certain areas to support high-density Center & Corridor zoning.
- Prepare draft market analysis and development feasibility report. Initiate investigation into what types of developments could be feasible in current market conditions within existing Centers & Corridors. This task may include up to four remote stakeholder interviews (developer type individuals or groups), provided City staff handles the scheduling in consultation with Leland.
- Using the analysis above, identify criteria to define each type of Center & Corridor, including potentially providing a distinction between “Centers” and “Corridors.”
- Prepare initial draft of policy concepts and regulatory changes recommendations. Anti-displacement recommendations should be included as part of the draft recommendations.
- Participate in three to five public presentations to the Spokane Plan Commission and Spokane City Council to provide information and updates relating to this project.
- Consultant product:
 - Presentation document, in PowerPoint or PDF format, detailing how conclusions from initial review and analysis informed the development of initial concepts for the Comprehensive Plan, Design Guideline, and Development Code recommendations. Identify short-term recommendations for immediate implementation and longer-term recommendations. Draft market analysis and

development feasibility report identifying what building typologies could be feasible in current market conditions within Centers & Corridors.

Task 5 - Drafting and Refining Focus Area Concepts:

The Consultant will:

- Complete draft Comprehensive Plan, Design Guideline, and Development Code recommendations, incorporating anti-displacement recommendations.
- Apply recommendations to 3-4 selected focus areas representing different “Center” or “Corridor” types. Develop massing models for select focus areas.
- Refine market analysis and development feasibility memo, including analysis of recommended changes.
- Consultant product:
 - Draft and final Development Code recommendations, including short-term recommendations for immediate implementation and long-term recommendations for future implementation
 - Draft and final Comprehensive Plan recommendations
 - Draft and final Design Guidelines recommendations
 - Draft and final market analysis and development feasibility memo for up to three representative center and corridor prototypes
 - A presentation, in PowerPoint or PDF format highlighting key aspects of the draft documents and illustrations highlighting the development typologies that could be developed in each “Center” or “Corridor” type through implementation of the recommendations.

Task 6 - Final Public Review Process:

The Consultant will:

- Partner in a virtual public meeting and a virtual final presentation to the City Plan Commission of the initial draft.
- Carry out up to two rounds of revisions on all previous deliverables based on public engagement and Plan Commission/ Council feedback. The Consultant will be responsible for consolidating them into a series of action items for revisions or responses.
- Consultant products:
 - Presentation document, in PowerPoint or PDF format, for delivery of public meeting and Plan Commission presentation.
 - Draft and final report, in Word and PDF format. Combine all deliverables into a packaged report with executive summary and any relevant appendices.

Fee Schedule

		MAKERS		SCJ	Leland	
		Partner	Planning Support	Urban Design Support	Market Analysis	
<i>Team member role</i>						
<i>Billing rate (blended)</i>		\$220	\$130	\$200	\$200	Amount
Task		Hours				
1	Develop Scope of Services:	4	4	2	2	\$ 2,200
2	Communication and Public Outreach Plan (memo only)	4	10			\$ 2,180
3	Initial Review and Analysis	36		30	30	\$ 27,720
4	Concept Development - Regulatory Recommendations	60	96	22	110	\$ 52,080
5	Drafting and Refining Focus Area Concepts	36	82	10	34	\$ 27,380
6	Final Public Review Process	28	38			\$ 11,100
Travel Expenses						\$2,325.00
TOTAL		168	290	64	176	\$ 124,985



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	2/28/2023
<u>Clerk's File #</u>	OPR 2023-0314
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	WA STATE# 05819
<u>Requisition #</u>	CR# 24682

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 COMPUNET - CISCO FLEX COLLABORATION 3.0

Agenda Wording
 Contract with Compunet for Cisco Flex Subscription. Contract term 04/03/2023-02/02/2027, cost of \$96,075.00 annually for the next 3 years & \$80,062.50 for the final year. Utilizing WA State Contract# 05819(NASPO AR3227) via interlocal agreement.

Summary (Background)
 Contract with Compunet for Collaboration Flex Plan 3.0 licensing of the Cisco Phone system and its sub-components, including Calling, Voicemail, e-911 system, and soft-phones. This is year 2 of our 5-year Cisco Agreement. Previously OPR 2022-0061 approved by Council on 1/18/22. New contract switching reseller to Compunet. Contract term 4/3/2023 through 2/2/2027, cost of \$96,075.00 annually for next 3 years and \$80,062.50 for final year plus sales tax. Our 2022 contract cost was \$137,221.58.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ \$96,075.00 + sales tax (2023)	# 5300-73200-18850-54820
Expense	\$ \$96,075.00 + sales tax (2024)	# 5300-73200-18850-54820
Expense	\$ \$96,075.00 + sales tax (2025)	# 5300-73200-18850-54820
Expense	\$ \$80,062.50 + sales tax (2026)	# 5300-73200-18850-54820

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u>	PIES Committee 2/27/2023
<u>Division Director</u>	SLOON, MICHAEL	<u>Council Sponsor</u>	CM Bingle; CM Cathcart
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	Contract Accounting - ddaniels@spokanecity.org	
<u>Additional Approvals</u>		Legal - mharrington@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Compunet - dcasey@compunet.biz	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES) Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 2/27/2023
Agenda Item Name	Cisco Collaboration Flex 3.0 Phone System Licensing Renewal
Summary (Background)	Contract with Compunet for Collaboration Flex Plan 3.0 licensing of the Cisco Phone system and its sub-components. Including Calling, Voicemail, e-911 system, and soft-phones. This is year 2 of our 5-year Cisco Agreement. Previously OPR 2022-0061 approved by Council on 1/18/22. New contract switching reseller to Compunet. Contract term 3/3/2023 through 2/2/2027, cost of \$96,075.00 annually for next 3 years and \$88,068.75 for final year plus sales tax. Our 2022 contract cost was \$137,221.58. Utilizing WA State Contract# 05819(NASPO AR3227) via interlocal agreement.
Proposed Council Action & Date:	Pass/Approval from Council on March 13, 2023
<p>Fiscal Impact: \$96,075.00 plus sales tax Total Cost: \$96,075.00 first 3 years and \$88,068.75 Year 4 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: 5300-73200-18850-54820</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts:</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities? Not applicable – annual software Licensing</p>	
<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? Not applicable – annual software Licensing</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – annual software Licensing</p>	
<p>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? Not applicable – annual software Licensing</p>	



City of Spokane

CONTRACT

Title: **CISCO COLLABORATION FLEX PLAN 3.0**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Cisco Collaboration Flex Plan 3.0 Licensing of the Cisco Phone system and its sub-components, in accordance with Company's Quote No. JJW206272, attached as Exhibit B. Company has been selected through Washington State Contract No. 05819 NASPO AR3227. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin April 3, 2023, and run through February 2, 2027, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION**. Total compensation under this Contract shall not exceed **THREE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS (\$368,287.50)**, plus tax, payable annually as set out in Exhibit B, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

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

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

15. 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 Company 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 Company.

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

17. AUDIT / RECORDS. The Company 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 Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is

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

19. 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.

COMPUNET, 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:
Exhibit A – Certificate Regarding Debarment
Exhibit B - Company's Quote No. JJW206272

23-043

**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

Cisco Flex Subscription (4/3/2023 - 2/2/2027)

Contract Information

WA, NASPO, AR3227 #05819

Quote Information:

Quote #: **JJW206272**

Version: 2

Quote Date: 03/16/2023

Expiration Date: 03/29/2023

Prepared for:

City of Spokane

Michael Sloon

(509) 625-6468

msloon@spokanecity.org

Bill To:

City of Spokane

IT Admin

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

itadmin@spokanecity.org

Ship To:

City of Spokane

Michael Sloon

808 W Spokane Falls Blvd

Spokane, WA 99201-3301

Year 1 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-3	Collaboration Flex Plan 3.0 Requested Start Date : 03-Apr-2023 Requested For : 47.00 Months From 03-Apr-2023 to 02-Feb- -2027 Automatically Renews For : 12.0 Months On 03-Feb-2027 Billing Frequency : Annual Billing	1	\$0.00	\$0.00	\$0.00
A-FLEX-EAPL	EntW On-Premises Calling	1525	\$90.00	\$63.00	\$96,075.00
A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	1830	\$0.00	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	36600	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	1830	\$0.00	\$0.00	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	\$0.00	\$0.00	\$0.00
A-FLEX-JABBER-ADD	Flex Cisco Jabber -1	1525	\$0.00	\$0.00	\$0.00
A-FLEX-SRST-E	SRST Endpoints -1	3050	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-CA	Common Area Smart License -1	763	\$0.00	\$0.00	\$0.00

Year 1 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-SME-S	Session Manager -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License -1	4575	\$0.00	\$0.00	\$0.00
A-FLEX-P-EA	On-Premises Smart License - EA -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-ACC	Access Smart License -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 -1	1	\$0.00	\$0.00	\$0.00
Subtotal:					\$96,075.00

Year 2 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-3	Collaboration Flex Plan 3.0 Requested Start Date : 03-Apr-2023 Requested For : 47.00 Months From 03-Mar-2023 to 02- Feb-2027 Automatically Renews For : 12.0 Months On 03-Feb-2027 Billing Frequency : Annual Billing	1	\$0.00	\$0.00	\$0.00
A-FLEX-EAPL	EntW On-Premises Calling	1525	\$90.00	\$63.00	\$96,075.00
A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	1830	\$0.00	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	36600	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	1830	\$0.00	\$0.00	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	\$0.00	\$0.00	\$0.00
A-FLEX-JABBER-ADD	Flex Cisco Jabber -1	1525	\$0.00	\$0.00	\$0.00
A-FLEX-SRST-E	SRST Endpoints -1	3050	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session -1	305	\$0.00	\$0.00	\$0.00

Year 2 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-CA	Common Area Smart License -1	763	\$0.00	\$0.00	\$0.00
A-FLEX-SME-S	Session Manager -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License -1	4575	\$0.00	\$0.00	\$0.00
A-FLEX-P-EA	On-Premises Smart License - EA -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-ACC	Access Smart License -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 -1	1	\$0.00	\$0.00	\$0.00
Subtotal:					\$96,075.00

Year 3 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-3	Collaboration Flex Plan 3.0 Requested Start Date : 03-Apr-2023 Requested For : 47.00 Months From 03-Mar-2023 to 02- Feb-2027 Automatically Renews For : 12.0 Months On 03-Feb-2027 Billing Frequency : Annual Billing	1	\$0.00	\$0.00	\$0.00
A-FLEX-EAPL	EntW On-Premises Calling	1525	\$90.00	\$63.00	\$96,075.00
A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	1830	\$0.00	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	36600	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	1830	\$0.00	\$0.00	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	\$0.00	\$0.00	\$0.00

Year 3 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-JABBER-ADD	Flex Cisco Jabber -1	1525	\$0.00	\$0.00	\$0.00
A-FLEX-SRST-E	SRST Endpoints -1	3050	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-CA	Common Area Smart License -1	763	\$0.00	\$0.00	\$0.00
A-FLEX-SME-S	Session Manager -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License -1	4575	\$0.00	\$0.00	\$0.00
A-FLEX-P-EA	On-Premises Smart License - EA -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-ACC	Access Smart License -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 -1	1	\$0.00	\$0.00	\$0.00
				Subtotal:	\$96,075.00

Year 4 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-3	Collaboration Flex Plan 3.0 Requested Start Date : 03-Apr-2023 Requested For : 47.00 Months From 03-Mar-2023 to 02- Feb-2027 Automatically Renews For : 12.0 Months On 03-Feb-2027 Billing Frequency : Annual Billing	1	\$0.00	\$0.00	\$0.00
A-FLEX-EAPL	EntW On-Premises Calling	1525	\$75.00	\$52.50	\$80,062.50
A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	1830	\$0.00	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	36600	\$0.00	\$0.00	\$0.00

Year 4 Invoice

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
A-FLEX-EXP-PAK	Expressway Product Authorization Key -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	1830	\$0.00	\$0.00	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	\$0.00	\$0.00	\$0.00
A-FLEX-JABBER-ADD	Flex Cisco Jabber -1	1525	\$0.00	\$0.00	\$0.00
A-FLEX-SRST-E	SRST Endpoints -1	3050	\$0.00	\$0.00	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-CA	Common Area Smart License -1	763	\$0.00	\$0.00	\$0.00
A-FLEX-SME-S	Session Manager -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License -1	4575	\$0.00	\$0.00	\$0.00
A-FLEX-P-EA	On-Premises Smart License - EA -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-P-ACC	Access Smart License -1	305	\$0.00	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License -1	1830	\$0.00	\$0.00	\$0.00
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 -1	1	\$0.00	\$0.00	\$0.00
Subtotal:					\$80,062.50

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
Year 1 Invoice	\$96,075.00

Quote Summary

Description	Amount
Year 2 Invoice	\$96,075.00
Year 3 Invoice	\$96,075.00
Year 4 Invoice	\$80,062.50
Total:	\$368,287.50

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Spokane

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

Location address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

Mailing address: 1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Bremerton General Business - Non-Resident	33570			Active	Mar-31-2023	Aug-01-2019
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2023	Sep-11-2014



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Clarkston General Business - Non-Resident				Active	Mar-31-2023	Oct-02-2020
Grandview General Business - Non-Resident				Active	Mar-31-2023	Jan-08-2021
Kennewick General Business - Non-Resident				Active	Mar-31-2023	Oct-01-2020
Liberty Lake General Business - Non-Resident				Active	Mar-31-2023	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-0645			Active	Mar-31-2023	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2023	Oct-13-2020
Richland General Business - Non-Resident				Active	Mar-31-2023	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2023	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2023	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2023	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2023	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2023	Sep-28-2020

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

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	



Governing people

Title

SCHOO, DAWN

SCHOO, NOLAN B.

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/3/2022 8:23:52 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





COMPINC-06

LVISGER

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/7/2022

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 License # 26480 HUB International Mountain States Limited 2600 Rose Hill Suite 101 Boise, ID 83705	CONTACT NAME: PHONE (A/C, No, Ext): (208) 433-1000 FAX (A/C, No): (866) 898-4905 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B : Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : Charter Oak Fire Insurance Company	25615	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Property Casualty Company of America	25674														
INSURER B : Charter Oak Fire Insurance Company	25615														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED CompuNet, Inc. 505 S Florence St. Grangeville, ID 83530															

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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		H-630-2F572289-TIL-22	11/9/2022	11/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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			BA-0L66165A-22-I3-G	11/9/2022	11/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3K100505-22-I3	11/9/2022	11/9/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$ 4,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7J954544	11/9/2022	11/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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)
 The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

CERTIFICATE HOLDER

CANCELLATION

 City of Spokane
 Innovation and Technology Services Division
 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



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/6/2023
<u>Clerk's File #</u>	OPR 2020-0732
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRANDON CHILDS X7071	<u>Project #</u>	
<u>Contact E-Mail</u>	BCHILDS@SPOKANECITY.ORG	<u>Bid #</u>	SOFTWARE RENEWAL
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	1970 - INTTERRA COVID SOFTWARE RENEWAL		

Agenda Wording

One year contract renewal with Intterra, Inc. for COVID planning software. Total cost is \$67,124.38, including sales tax

Summary (Background)

Our EMS providers and fire crews need the most recent and revealing information available at their fingertips before they arrive. Currently, the information is silo'ed and in different areas. Intterra amalgamates the information onto a standard platform that integrates with current programs within the City, County, Public Health and Federal/National Programs.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
<u>Expense</u> \$ \$67,124.38		# 5903-79125-22200-54820-99999
<u>Select</u> \$		#
<u>Select</u> \$		#
<u>Select</u> \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	Public Safety - 3/6
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	CP Beggs & CM Kinnear
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	fireaccounting@spokanecity.org	
<u>For the Mayor</u>	PERKINS, JOHNNIE	kschmitt@spokanecity.org	
<u>Additional Approvals</u>		Molly Hausmann (molly.hausmann@intterragroup.com)	
<u>Purchasing</u>	NECHANICKY, JASON	bchilds@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Fire
Contact Name	Tom Williams
Contact Email & Phone	tmwilliams@spokanecity.org 625-7002
Council Sponsor(s)	CP Beggs & CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Intterra software renewal
Summary (Background)	<p>Knowledge is power. Our EMS providers and fire crews need the most recent and revealing information available at their fingertips- before they arrive. Currently, the information is silo'ed and in different areas. Intterra amalgamates the information onto a standard platform that integrates with current programs within the City, County, Public Health and Federal/National Programs. Without this "heads-up" and planning tool, our field personnel run a higher risk of exposure and infection that can impact families, employees and other patients.</p> <p>Estimated renewal costs are \$67,124.38, including sales tax.</p> <p>This software puts COVID pre-planning data in the field for planning for COVID response, and provider awareness of recent COVID positive cases at facilities they may visit, reducing potential line exposure and overtime.</p> <p>Intterra's unique COVID tools provide real time situational awareness for responders and command staff for all risks during pandemic response, from managing road closures and access barriers to mutual aid and response time planning. This tool can be used for all risk hazards/incidents outside of COVID as well.</p>
Proposed Council Action	
Fiscal Impact	<p>Total Cost: <u>\$67,124.38</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Fire/EMS budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
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?



CITY OF SPOKANE
FIRE DEPARTMENT

CONTRACT RENEWAL

**Title: COVID DEPLOYMENT SOFTWARE
AND IMPLEMENTATION**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **INTTERRA, INC.**, whose address is 3740 Dacoro Lane, Suite 200, Castle Roc, Colorado 80109 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 COVID Deployment Software and Implementation; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 5, 2020, 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 January 1, 2023 and shall run through December 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY ONE THOUSAND FIVE HUNDRED EIGHTY-TWO AND NO/100 DOLLARS (\$61,582.00)**, plus applicable tax, in accordance with Company’s Invoice No. 1108, attached as Attachment B, 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.

INTTERRA, INC.

CITY OF SPOKANE FIRE DEPARTMENT

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 – Certification Regarding Debarment
- Attachment B - Company’s Quote No. 1108

23-025

**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)

ATTACHMENT B



Intterra, LLC
 3740 Dacoro Lane, Suite 200
 Castle Rock, CO 80109 US
 +1 7203766813
 accounting@intterragroup.com
 www.intterragroup.com

Invoice 1108

BILL TO
 City of Spokane
 Fire Department
 44 W. Riverside Ave.
 Spokane, WA 99201

SHIP TO
 City of Spokane
 Fire Department
 44 W. Riverside Ave.
 Spokane, WA 99201

DATE 11/16/2022	PLEASE PAY \$67,124.38	DUE DATE 12/16/2022
---------------------------	----------------------------------	-------------------------------

ACCOUNT EXECUTIVE
 NA

DESCRIPTION	QTY	RATE	AMOUNT
Term: January 1, 2023-December 31, 2023			
Operations	1	23,100.00	23,100.00T
Incident Management	1	21,000.00	21,000.00T
PrePlans	1	15,750.00	15,750.00T
Reporting & Analytics	1	18,900.00	18,900.00T
Discount	1	-17,168.00	-17,168.00T

Intterra is transitioning to ACH payment processing. Please provide your ACH processes or forms to be completed.

SUBTOTAL	61,582.00
TAX	5,542.38
TOTAL	67,124.38

DIRECT ALL INQUIRIES TO:
 accounting@intterragroup.com

TOTAL DUE	\$67,124.38
------------------	--------------------

THANK YOU.

ACH Instructions:
 Beneficiary Name: Intterra, LLC
 Beneficiary Address: 3740 Dacoro Lane, Suite 200, Castle Rock, CO 80109

Bank Name: Independent Financial
 Bank Address: 501 Wilcox St., Castle Rock, CO, 80104

ABA: 111916326
 SWIFT/BIC: IDEPUS33
 Account #: 3041550



< Business Lookup

License Information:

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

Entity name:	INTTERRA
Business name:	INTTERRA
Entity type:	Limited Liability Company
UBI #:	604-813-155
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	3740 DACORO LN STE 200 CASTLE ROCK CO 80109-2504
Mailing address:	3740 DACORO LN STE 200 CASTLE ROCK CO 80109-2504

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
Spokane General Business - Non-Resident				Active	Sep-30-2023	Nov-16-2021

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

Governing people	Title
NEO GROUP HOLDINGS LLC	Member

The Business Lookup information is updated nightly. Search date and time:
12/13/2022 11:33:22 AM



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)
7/1/2022

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 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 MERTENS INSURANCE AGENCY 715 Zion St Nevada City, CA 95959	CONTACT NAME: SAMANTHA KIRK	FAX (A/C, No): (530) 265-0530	
	PHONE (A/C, No, Ext): (530) 265-0621	E-MAIL ADDRESS: SAMANTHA@MERTENSINSURANCE.COM	
INSURED INTTERRA 3740 DACORO LN 200 CASTLE ROCK , CO 80109	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: LLOYDS OF LONDON		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ESL0839481576	07/01/22	07/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			ESL0839481576	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED/NON-OWN LIMIT \$ 2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			ESL0839481576	07/01/22	07/01/23	\$2,000,000/2,000,000 DEDUCTIBLE : \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED IN FAVOR OF: CITY OF SPOKANE, ACCOUNTING SERVICES

WILL MAIL 30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER CITY OF SPOKANE, ACCOUNTING SERVICES 808 W. SPOKANE FALLS BLVD., STE 400 SPOKANE, WA 99201-330	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

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

69. Website content accessibility

arising directly or indirectly out of the actual or alleged violation of any laws, regulations or guidelines relating to the accessibility of **your** website content or any website content **you** have created for any **third party**.

70. Willful or dishonest acts of senior executive officers

arising directly or indirectly out of any willful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

CONDITIONS

1. What you must do in the event of a claim or cyber incident

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy **you** must:

- a. notify the **claims managers** as soon as is reasonably practicable (in respect of cyber incidents, a telephone call to **our cyber incident response hotline** will constitute notification). However, in respect of **INSURING CLAUSES 1 and 6 (SECTION G only)**, this notification must be made no later than the end of any applicable extended reporting period;
- b. in respect of **INSURING CLAUSE 4**, report the theft or incident as soon as is reasonably practicable to the appropriate law enforcement authorities and provide **us** with a copy of this report on **our** request; and
- c. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

In respect of **INSURING CLAUSES 1 and 6 (SECTION G only)**, if **you** notify an incident that **we** agree is reasonably expected to give rise to a **claim**, **we** will accept any **claim** that arises out of the incident as being notified under this Policy.

We require **you** to provide full details of the incident, including but not limited to:

- a. the time, place and nature of the incident;
- b. the manner in which **you** first became aware of this incident;

- c. the reasons why **you** believe that this incident could give rise to a claim under this Policy;
- d. the identity of the potential claimant; and
- e. an indication as to the size of the claim that could result from this incident.

In respect of **INSURING CLAUSES 2, 3, 4 and 5**, if **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **claims managers** (which will not be unreasonably withheld).

2. Additional insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

3. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 50% payable by **us** and 50% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

4. Application warranty

You agree that all statements made by **you** in the application form, including any renewal application form, and any supplemental materials **you** have supplied in support of the application for insurance, are **your** agreements and representations to **us** and the Policy is issued in reliance upon that information. The misrepresentation or non-disclosure of any matter by **you** or **your** agent will render this Policy null and void and relieve **us** from all liability under this Policy.

5. Calculation of business interruption losses

Following an interruption to **your** business activities covered under **INSURING CLAUSE 5 (SECTIONS B, C or D only)**, **you** must provide **us** with **your** calculation of the loss including:

- a. how the loss has been calculated and what assumptions have been made; and
- b. supporting documents including account statements, sales projections and invoices.

6. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.



Agenda Sheet for City Council Meeting of:
03/27/2023

<u>Date Rec'd</u>	3/13/2023
<u>Clerk's File #</u>	OPR 2023-0351
<u>Renews #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	RICHARD CULTON 509.625.6009	<u>Project #</u>	
<u>Contact E-Mail</u>	RCULTON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	AFFORDABLE HOUSING FUNDING RECOMMENDATIONS		

Agenda Wording
CHHS is seeking Council approval to use CDBG, HOME and Sales and Use Tax Revenue (1406/1590) to fund affordable housing projects

Summary (Background)
Requesting to fund 9 projects for funding, \$1,000,000 for Sunset Hills, \$800,000 for VOA Alexandria's House, \$154,435 for CCEW Summitview, \$800,000 SNAP Alexandria Apts, \$678,850 SNAP Patrician, \$300,000 for NECC Triplex, \$120,000 Transitions TLC units, \$705,000 SNAP Pacific Apartments, \$2,531,320 SHA Hifumi En

Lease? NO	Grant related? YES	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ \$1,000,000		# 1710-95579-51010-54201-99999
Expense \$ \$3,558,285		# 1690-95576-51010-54201-99999
Expense \$ \$2,531,320		# 1595-53121-51010-54201-99999
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCOLLIM, KIMBERLEY	<u>Study Session\Other</u>	3/13/23
<u>Division Director</u>	MCCOLLIM, KIMBERLEY	<u>Council Sponsor</u>	Stratton
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	HARRINGTON, MARGARET	jcercedes@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	rculton@spokanecity.org	
<u>Additional Approvals</u>		pgrinder@spokanecity.org	
<u>Purchasing</u>		kclifton@spokanecity.org	
<u>ACCOUNTING - GRANTS</u>	MURRAY, MICHELLE		

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing and Human Services
Contact Name	Richard Culton
Contact Email & Phone	rculton@spokanecity.org ; 625-6009
Council Sponsor(s)	Councilmember Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Affordable Housing Funding Recommendations
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>CHHS is seeking Council approval to use CDBG, HOME and Sales and Use Tax Revenue (1406/1590) to fund affordable housing projects as detailed below, and to enter into contractual and legal agreements with the entities as identified below:</p> <p>CHHS released a Notice of Funding Availability (NOFA) to the public on December 9, 2022 for proposals that would address urgent housing needs for low- and moderate-income residents. The main priorities of the Rapid Capital Acquisition and Reconstruction of Affordable Housing NOFA were to 1.) rapidly allocate CDBG funds which cannot be used to fund new construction, and 2.) to use CDBG, HOME, and Sales and Use Tax revenue funds to increase affordable housing inventory or preserve current affordable housing inventory for low-to-moderate-income households through rapid acquisition and rehabilitation activities. There was roughly \$10,000,000 in potential funding available for this NOFA.</p> <p>The Request for Proposals closed on January 16, 2023. CHHS received a total of 18 applications from 12 different agencies, organizations, and individuals. A total of \$18,265.71 in funding was requested. Two applications were not considered for funding due to either not meeting the NOFA funding priorities or the proposals requested funding for activities deemed ineligible for any of the funding sources. Two applicant workshops were held during December. Staff provided an additional 11 technical assistance meetings to applicants.</p> <p>Members of the CHHS Affordable Housing Committee individually reviewed 16 applications along with staff threshold reviews, and then scored each application. On Tuesday February 14, 2023, the Committee met collectively to discuss scoring and select projects for funding. Ultimately, the Committee chose the top scoring projects for funding, with one exception. Spokane Neighborhood Action Partners submitted four proposals for funding and prioritized those proposals by the greatest need. While SNAP's Sinto Apartments proposal scored high in the review, SNAP had prioritized it as a lower need project. The CHHS Affordable Housing Committee respected SNAP's prioritization. During the deliberations members of the committee noted the continuing need to attract additional new affordable housing developments, and to increase overall affordable housing inventory.</p>

The CHHS Affordable Housing Committee identified nine (9) projects for funding.

1. **Sales and Tax Use Revenue Funding, \$2,581,320.00**, Spokane Housing Authority, Hifumi En Apartments. Housing for elderly and disabled households. The project consists of demolishing the current 41-unit apartment complex built in 1972 and replacing it with an 86-unit new construction apartment complex at the same location. Award to meet remaining gap funding need. This is Spokane County's one Metro Pool 9% LITC project for 2022.
2. **HOME Funds, \$1,000,000.00**, Take up the Cause, Sunset Hill Apartments. Funding for acquisition of turn-key ready 59-unit apartment project to be converted to affordable housing immediately. Conditional award pending funding from HTF.
3. **CDBG Funds, \$154,435.00**, Catholic Charities, Summit View Apartments. Funding to be used to bring the elevator up to current fire, safety, and Americans with Disability Act standards, preserving access to 27-units of affordable housing for low-income households.
4. **CDBG, \$705,000.00**, Spokane Neighborhood Action Partners, Pacific Apartments. Funding to be used to address critical repairs and upgrades that impact sustainable long-term operations of the building, and to preserve the existing 10-units of affordable housing to households at or under 50% AMI.
5. **CDBG, \$800,000.00**, Spokane Neighborhood Action Partners, Alexandria Apartments. Listed on the historic registry and subject to historic preservation regulations. Funding to be used to address deferred maintenance, replacing failing windows, updating interior finishes, and addressing safety concerns, preserving the existing affordable housing units currently serving 22 households earning less than or equal to 50% AMI.
6. **CDBG, \$678,850.00**, Spokane Neighborhood Action Partners, Patrician Apartments. The funding will be used to preserve the affordable housing for the 17 households earning 50% or less AMI currently living in the units. Funding to be used to address critical repairs and upgrades including important safety updates to stair stringers and steps that are failing in multiple areas and requiring continual maintenance.
7. **CDBG, \$120,000.00**, Transitions, Transitional Living Center Units. The building was converted into apartment units in 1993. These 30-year-old units have never been renovated or updated. Funding will be used to replace the 30-year-old flooring and bathroom fixtures, convert light fixtures to energy efficient LED, replace interior and exterior door, and addressing safety concerns in four (4) of the units. This will preserve affordable housing to extremely low-income women and children.
8. **CDBG, \$300,000.00**, North East Community Center, Triplex. Funding would be used to rehab existing single-family property owned by NECC to a multi-family, 3-unit building of affordable housing.

	<p>9. CDBG, \$800,000.00, Volunteers of America, Alexandria’s House. The funding would be used to rehab the current structure, adding a fire suppression system, updating electrical and plumbing, meeting ADA requirements, and increasing the room count to preserve and increase the affordable housing inventory for extremely-low-income pregnant and parenting women (ages 16-20) and their children.</p> <p>The funding recommendations listed above will support the construction of 89 new affordable housing units, acquisition of 59 units to be converted into affordable housing and rehabilitation of 62 existing affordable housing units.</p> <p>The amount of the requests exceeded the funding available by more than \$8,000,000.00. Nine projects were not funded during this funding round. Not all proposals were eligible based on the program requirements of each available funding source. Other proposals were still conceptual in nature and not ready to receive an award of funds. The attached tables list those projects.</p> <p>The CHHS Affordable Housing Committee funding recommendations were submitted to the CHHS Board for review. The CHHS Board voted to accept the recommendations of the CHHS Affordable Housing on March 1, 2023.</p> <p>A future NOFA will prioritize new construction of affordable units.</p>
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Fiscal Impact

Total Cost: [Click or tap here to enter text.](#)

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source: Funds from CDBG, HOME and 1590 Sales and Use Tax Revenue will be used to fund the projects

Expense Occurrence One-time Recurring

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

The proposals recommended for funding will provide services to underserved communities through the creation and retention of affordable housing and housing services for low- to moderate-income households.

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?

CHHS will collect and report basic demographic data on recipients of these funding sources as outlined in their contractual agreements.

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

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures as outlined in each contractual agreement. Additionally, CDBG and HOME operate under HUD's oversight and performance metrics are reported yearly through the CAPER.

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 CDBG and HOME funding recommendations align with the five-year Consolidated Plan and move the City forward in meeting its goals of increasing new affordable housing inventory and preserving current affordable housing inventory. The 1590 Sales and Use Tax Revenue funding recommendation aligns with the SMC 08.07B.

RAPID CAPITAL ACQUISITION & RECONSTRUCTION OF AFFORDABLE HOUSING RFP 2023

PROJECT/EVENT	RAPID HOUSING RFP	(Subject to Change without Notice)
ORGANIZER	CITY HCD TEAM	

RFP TIMELINE	STARTING	ENDING		STARTING	ENDING
RFP OPEN ON WEBSITE	12/9/2022	12/16/2023	CHHS BOARD MEETING	3/01/2023	3/01/2023
T/A WORKSHOP	12/13/2022	12/13/2022	AGENDA SHEET TO DANIELLE	3/10/2023	3/13/2023
T/A WORKSHOP	12/15/2022	12/15/2022	PIES COMMITTEE	3/27/2023	3/27/2023
APPLICATIONS DUE	1/16/2023	1/16/2023	ADVANCED AGENDA	4/3/2023	4/3/2023
STAFF REVIEWS	1/17/2022	1/31/2022	CONSENT AGENDA	4/10/2023	4/10/2023
SEND APPS AND STAFF REVIEWS TO AHC	2/03/2023	2/03/2023	AWARD LETTERS SENT OUT	4/14/2023	4/14/2023
AFFORDABLE HOUSING COMMITTEE	2/14/2023	2/14/2023	DRAFT COMMITMENT LETTERS	4/14/2023	5/1/2023
			DRAFT LEGAL DOCS	5/1/2023	6/1/2023

JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE									
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S			
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2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11			
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18			
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25			
23	24	25	26	27	28	29	27	28						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30					
30	31																																											
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3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10			
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17			
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24			
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31				
31																					30	31																						

The following table provides an overview of the projects recommended for funding:

APPLICANT	PROJECT NAME	FUNDING REQUESTED	FUNDING RECOMMENDED
SHA	Hifumi En	\$2,581,320	\$2,581,320
VOA	Alexandria's House	\$800,000	\$800,000
Catholic Charities	Summit View Apts.	\$154,435	\$154,435
SNAP	Alexandria Apts.	\$800,000	\$800,000
SNAP	Patrician Apts.	\$678,850	\$678,850
SNAP	Pacific Apts.	\$705,000	\$705,000
Take Up The Cause	Sunset Hill Apts.	\$1,000,000	\$1,000,000
Northeast Community Cntr.	4-plex	\$300,000	\$300,000
Transitions	TLC Center	\$120,000	\$120,000

The following table provides an overview of the projects not recommended for funding:

APPLICANT	PROJECT NAME	FUNDING REQUESTED	FUNDING RECOMMENDED
SNAP	Sinto Apts.	\$105,000	\$0
SLIHC	Land Bank	\$400,000	\$0
Career Path Services	Operations	\$200,000	\$0
St. Ann's/Career Path Services	Youth Transitional SRO's	\$350,000	\$0
Career Path Services	Hoot Owl Apts.	\$2,238,038	\$0
Habitat	Land Bank/Land Acquisition	\$2,300,000	\$0
Salina Gray	Triplex	\$1,769,588	\$0
Excelsior	Acquisition Rehab	\$2,282,940	\$0
VOA	Vets on N. Lacey	\$1,480,000	\$0

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

03/27/2023

<u>Date Rec'd</u>	3/13/2023
<u>Clerk's File #</u>	OPR 2023-0352
<u>Renews #</u>	

<u>Submitting Dept</u>	HUMAN RESOURCES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	AMY BLACK X6526	<u>Project #</u>	
<u>Contact E-Mail</u>	ABLACK@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0620 - CDL GRANT		

Agenda Wording
CDL Grant

Summary (Background)
Approval to move forward with an application to receive federal grant funding over a five (5) year period to support the City of Spokane achieving and maintaining compliance with U.S DOT federally mandated requirements, State WACs, and RCWs related to commercial driver's license (CDL) requirements to drive commercial motor vehicles (CMVs). As well as supporting community outreach and education related to CMV safety.

<u>Lease?</u> NO	<u>Grant related?</u> YES	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session\Other</u>	PIES 03/27
<u>Division Director</u>	PICCOLO, MIKE	<u>Council Sponsor</u>	CM Wilkerson
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mlowmaster@spokanecity.org	
<u>For the Mayor</u>	KIRK, JESSICA	ablack@spokanecity.org	
<u>Additional Approvals</u>		dmoss@spokanecity.org	
<u>Purchasing</u>		mmurray@spokanecity.org	
<u>ACCOUNTING - GRANTS</u>	MURRAY, MICHELLE	mpiccolo@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Safety
Contact Name	Matt Lowmaster/Amy Black
Contact Email & Phone	mllowmaster@spokanecity.org/ablack@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	CDL Grant
Summary (Background)	See attached
Proposed Council Action	Approval to apply for grant
<p>Fiscal Impact Total Cost: <u>\$1.7-\$2M over four years</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>No additional funding will be required through 2023; personnel assigned to the grant work for the remainder of 2023 are included in the Safety Program's 2023 budget.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Department of Transportation CDLPI Grant</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring for 4 years</p> <p>Other budget impacts: No match is required. This is a cost-reimbursable grant. Approved budget expenditures to complete the proposed grant activity through the remaining four-year period will be included in the Safety Program's annual budget beginning Jan. 1, 2024 to account for reimbursement.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None that we are aware of.	
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	
Title VI applies to all organizations that receive federal awards.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? None currently exist. Goals and benchmarks would be developed to measure progress as a requirement of the application. The primary outcome would be a reduction in City-owned CMV accidents and related costs by focusing on four priority areas: 1) updating and signing into policy the City's CDL Driver Policy; 2) Development of a CDL program to align with the City's CDL policy; 3) ability to demonstrate achieving and maintaining compliance; 4) coordinating outreach and education with community organizations to increase CMV safety and awareness in the community, including Spokane County, neighboring Cities, local business and organizations, motor carrier associations, law	

enforcement, and driver training schools, which would also support House Bill 1540 requiring driver training curriculum to include instruction on sharing the road with large vehicles, including commercial motor vehicles and buses.

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 would support updating City Policy in alignment with requirements and related City Policies.

Subject:

Approval to move forward with an application to receive federal grant funding over a five (5) year period to support the City of Spokane achieving and maintaining compliance with U.S DOT federally mandated requirements, State WACs, and RCWs related to commercial driver’s license (CDL) requirements to drive commercial motor vehicles (CMVs). As well as supporting community outreach and education related to CMV safety.

Background:

As an employer of between 400-450 personnel required to hold a CDL to operate the City’s CMVs necessary to maintain the City’s public works operations and services to the community, the City must comply with Federal Regulations ([49 CFR](#)), State Codes of Washington ([Chapter 308-100 WAC](#); [Chapter 46.25 RCW](#)), and the Vehicle Safety Act of 1986 ([H.R.5586](#), [S.1903](#)).

Failure to achieve and maintain compliance leaves the City exposed to significant business risk, financially and operationally (including the potential of a complete shutdown of all commercial motor vehicle operations), as well as compromising the safety of personnel and the community.

Historically, the City has approached CDL driver compliance through a decentralized model, distributing responsibility across the City to department-level managers and supervisors with support from Human Resources. Unable to make progress towards achieving compliance in 2021 and 2022, Human Resources transitioned the responsibility of CDL Policy and compliance work to the Safety Program. As a result of chronic understaffing due to a lack of funding and administrative support, the Safety Program continues to face significant challenges to initiate and complete the substantial amount of work required to achieve and maintain compliance in a timely manner.

Impact:

Impacts of the current situation include:

- Breach of the City’s Procurement requirements
- Increasing number, rate, and costs associated with CMV accidents & incidents
- Compliance violations include, but are not limited to:
 - Pre-employment processes for hiring CDL drivers
 - Training and testing for new hires to receive a CDL
 - Driver file documentation and retention of records
 - Conducting annual driver records requests and drug & alcohol queries
 - Maintaining valid CDLs and required medical certification
 - Reporting driver disqualifications to the WA DOL
 - Conducting post-accident drug & alcohol testing

Receipt of a grant award specific to achieving and maintaining compliance will provide targeted funding to support the Safety Program’s development and integration of a centralized approach to meeting and maintaining CDL compliance requirements resulting in mitigating and reducing associated risk and cost, increased safety of City employees, as well as Spokane citizens.

Action:

Approval to submit an application for federal grant funding.

Funding:

The total estimated request for the funding period Oct. 2023 through Sept. 2027 is approx. \$1.7M-\$2M. Expenditures below are preliminary estimates based on available information to include wages and benefits for assigned staff, training and travel, computer equipment and software, development and hosting of an annual safe driver conference. The need for contracted services is currently unknown. If approved for application, an accurate estimate of costs will be determined, including contracted services.

All expenditures will comply with cost principles in the Uniform Guidance (2 CFR Part 200).

Summary estimate projected over the five-year funding period:

Item	5-yr projection	FY1 2023 (3 months)	FY2 2024	FY3 2025	FY4 2026	FY5 2027
Staff wages	\$1,033,515.00	\$38,700.00	\$240,866.00	\$246,015.00	\$251,277.00	\$256,654.00
Fringe	\$389,128.00	\$31,350.00	\$87,709.00	\$86,987.00	\$90,756.00	\$92,325.00
Training & Travel	\$40,000.00	\$10,000.00	\$9,000.00	\$7,000.00	\$7,000.00	\$7,000.00

Supplies	\$22,050.00	\$6,810.00	\$3,810.00	\$3,810.00	\$3,810.00	\$3,810.00
Contracts	unknown					
Educ & Outreach	\$80,550.00	\$950.00	\$8,650.00	\$23,650.00	\$23,650.00	\$23,650.00
Subtotal	\$1,565,243.00	\$87,810.00	\$350,035.00	\$367,462.00	\$376,493.00	\$383,439.00
Indirect	\$156,524.00	\$8,781.00	\$35,003.00	\$36,746.00	\$37,649.00	\$38,343.00
Total Estimated Request	\$1,721,767.00	\$96,591.00	\$385,038.00	\$404,208.00	\$414,142.00	\$421,782.00



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/7/2023
<u>Clerk's File #</u>	ORD C36371
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JACQUI MACCONNELL 625-4109
<u>Contact E-Mail</u>	JMACCONNELL@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0680-POLICE- SBO FOR RESTRAINT SYSTEM

Agenda Wording
 This request of \$76,300 will purchase 40 WRAP restraints with a protective helmet, as well as 200 ankle straps. Purchase will be through Safe Restraints, Inc. as a sole source purchase as they are the patent holder for this particular system.


Summary (Background)
 The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$76,300 of the remaining \$223,266 for an alternative restraint system to leg restraints, the WRAP restraint system

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 76,300		# 1620-99138-21250-53502-99999
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session\Other</u>	Public Safety Committee 3/6/23
<u>Division Director</u>	MEIDL, CRAIG	<u>Council Sponsor</u>	CM Cathcart / CM Kinneer
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	spdfinance	
<u>For the Mayor</u>	PERKINS, JOHNNIE		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>MANAGEMENT & BUDGET</u>	STRATTON, JESSICA		

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	Jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	CM Cathcart / CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO for Police Equipment – Restraint System
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$76,300 of the remaining \$223,266 for an alternative restraint system to leg restraints, the WRAP restraint.</p>  <p>Although nothing in the RCWs prohibits the use of leg restraints, the Spokane Police Department is always looking for ways to improve the methods used to restrain individuals who are assaultive when being taken into custody. Additionally, the Attorney General’s Model Use of Force Policy addressed the use of “hobble restraints” because “restraint devices are designed to compel, control, constrain, or restrain a person’s movement.” Modifying our leg restraint system to that of primarily using the WRAP restraint would reduce the likelihood of injury to both those restrained and those restraining. The WRAP provides officers the ability to fully restrain a subject in an upright and seated position.</p> <p>This request of \$76,300 will purchase 40 WRAP restraints with a protective helmet, as well as 200 ankle straps. Purchase will be through Safe Restraints, Inc. as a sole source purchase as they are the patent holder for this particular system.</p>
Proposed Council Action	Approval of SBO and purchase – March 20, 2023
Fiscal Impact Total Cost: <u>\$76,300</u> Approved in current year budget?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

Funding Source One-time Recurring
Specify funding source: One-time State legislation funds received in 2021

Expense Occurrence One-time Recurring

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

Operations Impacts (If N/A, please give a brief description as to why)

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?

Sgt. Ryan Jamieson is overseeing the deployment of the WRAP restraint system and will be reviewing all uses of the system to ensure that this restraint system meets our goal of reducing injuries to both those being restrained and those restraining.

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?

ORDINANCE NO C36371

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant 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 Public Safety & Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$76,300.
- A) Of the increased appropriation, \$76,300 is to be used for the procurement of a new restraint system.

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 procure a new restraint system, 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:
03/27/2023

<u>Date Rec'd</u>	3/15/2023
<u>Clerk's File #</u>	ORD C36372
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	PUBLIC WORKS
<u>Contact Name/Phone</u>	CP BEGGS X6714
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Emergency Ordinance
<u>Agenda Item Name</u>	5200 - AMEND GFC 13.03.0734 AND 13.04.2044 G

Agenda Wording

Proposed amendment to GFC charges contained in SMC 13.03.0734 and SMC 13.04.2044 to provide for an interim phase-in for 2023 and allow for additional public input.

Summary (Background)

March 13, 2023, the City Council approved Ordinance 36369 amending the City's GFC ordinances, which had not been updated since 2002. As an interim measure, pending additional public input, Council would like to modify the GFC charges and proposes during 2023 that prior GFC charges be increased 66% which represents the cumulative percentage of cost index increases since adoption.

Lease? NO	Grant related? NO	Public Works? YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
Revenue \$ TBD		# TBD
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session\Other</u>	PIES 3/27
<u>Division Director</u>	MILLER, KATHERINE E	<u>Council Sponsor</u>	CP Beggs/CM Kinnear
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PERKINS, JOHNNIE		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C36372

AN ORDINANCE relating to GFC public utilities and services; amending SMC sections 13.03.0734 to chapter 13.03 of the Spokane Municipal Code; and 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date and declaring an emergency.

WHEREAS, on March 13, 2023, the City Council approved Ordinance 36369 amending the City's GFC ordinances, which had not been updated since 2002; and

WHEREAS, during deliberations on March 13, 2023, Council determined it was necessary to approve updated GFC charges which more accurately reflected the cost of constructing new water and sewer capacity to support growth; and

WHEREAS, Council finds that without appropriate GFCs, the cost of constructing new water and sewer capacity for growth would result in a higher burden on customers and ratepayers already connected to these utility systems; and

WHEREAS, as an interim measure, pending additional public input, Council would like to modify the GFC charges and proposes during 2023 that prior GFC charges be increased 66% which represents the cumulative percentage of cost index increases since 2002; and

WHEREAS, without the updates approved by this Ordinance, the City would not be able to provide an adjustment period for both sewer and water GFC charges in order to allow additional public input; and

WHEREAS, any identified changes effecting the charges will be brought before City Council and approved prior to January 1, 2024; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Ordinance and documenting the existence of an emergency allowing this Ordinance to become effective immediately upon adoption; and

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: Amending section SMC 13.03.0734 to read as follows:

13.03.0734 Appendix A – General Facilities Charge Schedule

Appendix A – Wastewater General Facilities Charge Schedule

Section 2: Amending section SMC 13.04.2044 to read as follows:

13.04.2044 Appendix A – General Facilities Charge Schedule

Appendix A – Water General Facilities Charge Schedule

Section 3: Effective Date.

This Ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance is necessary for the protection of the public safety and for the immediate support of City government and its existing public institutions, shall become effective immediately upon its passage. Without the updates approved by this Ordinance, the City would not be able to provide an adjustment period for both sewer and water GFC charges in order to allow additional public input. Additional public outreach and input which will be sought in the first year will identify any needed changes impacting the charges. Any identified changes effecting the charges will be brought before City Council and approved prior to January 1, 2024.

ADOPTED BY THE CITY COUNCIL ON _____

(Delivered to the Mayor on the _____ day of _____)

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Section 13.03.0734

Appendix A

Wastewater GFC Fee Schedule

Appendix A

Wastewater General Facility Charge Schedule

Meter Size	2023	2024
3/4"	\$3,984	\$7,461
1"	\$3,984	\$12,435
1.5"	\$11,266	\$24,870
2"	\$11,266	\$39,792
3"	\$20,697	\$87,046
4"	\$31,862	\$149,221
6"	\$58,540	\$335,747
8"		
10"	Based flow rates that utilizes sewer capacity	Will be calculated

Each year after year 1, will be annually adjusted based on a five year rolling average of the Engineering News Record Construction Costs Index pursuant to SMC 13.03.0732.

Numbers above are representative of phase in only. Actual numbers will be based on the ENRCCI indexed for inflation.

Section 13.04.2044

Appendix A

Water GFC Fee Schedule

Appendix A

Water General Facility Charge Schedule - Lower Zone

Meter Size	2023	2024
3/4"	\$2,045	\$2,823
1"	\$2,045	\$4,705
1.5"	\$5,785	\$9,409
2"	\$5,786	\$15,055
3"	\$10,627	\$32,932
4"	\$16,363	\$56,455
6"	\$30,059	\$127,025
8"		
10"	Based on needed flow rates	Will be calculated

Each year after year 1, will be annually adjusted based on a five year rolling average of the Engineering News Record Construction Costs Index pursuant to SMC 13.04.2044.

Numbers above are representative of phase in only. Actual numbers will be based on the ENRCCI indexed for inflation.

Water General Facility Charge Schedule - Upper Zone

Meter Size	2023	2024
3/4"	\$2,045	\$10,407
1"	\$2,045	\$17,345
1.5"	\$5,785	\$34,690
2"	\$5,785	\$55,503
3"	\$10,627	\$121,413
4"	\$16,363	\$208,137
6"	\$30,059	\$468,309
8"		
10"	Based on needed flow rates	Will be calculated

Each year after year 1, will be annually adjusted based on a five year rolling average of the Engineering News Record Construction Costs Index pursuant to SMC 13.04.2044.

Numbers above are representative of phase in only. Actual numbers will be based on the ENRCCI indexed for inflation.



Agenda Sheet for City Council Meeting of:

03/27/2023

<u>Date Rec'd</u>	3/15/2023
<u>Clerk's File #</u>	RES 2023-0024
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	CP BEGGS X6714
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - GFC PUBLIC PROCESS RESOLUTION

Agenda Wording

A resolution promoting the review of general facilities charges by the City Council and interested stakeholders, and establishing a timeline for presenting proposed changes for consideration by the City Council prior to 2024.

Summary (Background)

It is expected that council will amend the recent GFC increases to provide for a lower charge for the year 2023 before implementing the new rates in 2024. Meanwhile, the city will solicit community input on the recently enacted GFC charges and consider possible changes to the 2024 GFC rates before they become effective. This resolution outlines the process and timelines for community input.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WRIGHT, CHRISTOPHER	<u>Study Session\Other</u>	3/27 PIES
<u>Division Director</u>		<u>Council Sponsor</u>	Beggs/Kinnear
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>			
<u>For the Mayor</u>			
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION 2023-0024

A resolution promoting the review of general facilities charges by the City Council and interested stakeholders, and establishing a timeline for presenting proposed changes for consideration by the City Council prior to 2024.

WHEREAS, on March 13, 2023, the City of Spokane (City) enacted Ordinance C36369 relating to General Facilities Charges (GFCs) to provide for capital investment reasonably necessary to increase system capacity to support new growth and development; and

WHEREAS, the GFCs set forth in ordinance C36369 were modified by ordinance C-_____ so as to defer full implementation of the scheduled GFCs until January 1, 2024, and to provide for a more modest GFC increase during the year 2023; and

WHEREAS, the City Council agreed to defer full implementation of the scheduled GFCs until January 1, 2024 to allow for more community input into the GFC rates, applications, and exemptions prior to fully implementing C36369, and to allow for possible revision of the GFC rates before they go into effect on January 1, 2024; and

WHEREAS, the City Council is committed to providing opportunity for a broad and constructive community conversation regarding GFCs, both within its existing committee and subcommittee structure, and through meetings by and among stakeholder groups as coordinated by the City Council and the Mayor's office; and

WHEREAS, the City Council committees include the Housing Action Subcommittee (Resolution 2021-0020); the Sustainability Action Subcommittee (Resolution 2021-0019); and the Equity Subcommittee (Resolution 2021-0098), and finds that it is appropriate for each of these subcommittees to review the existing GFCs and identify potential changes to the GFCs scheduled for 2024; and

WHEREAS, the City Council finds that its appropriate to conduct further town hall meeting(s) to educate members of the public, developers, home builders, housing advocates and other interested parties regarding the recently enacted GFCs, and to solicit suggestions for revising the existing and future GFC program to more fairly apportion the cost of infrastructure essential to support new development while at the same time assuring adequate public funding for capital improvements to the City's water and sewer system; and

WHEREAS, to ensure adequate time for the City Council to review proposals to modify the GFC rates before 2024, all Council subcommittees will need to submit their recommendations for changes to the GFC program to their respective oversight committees at their July 2023 meetings at the latest; and

WHEREAS, to ensure adequate time for the Spokane City Council to review proposals to modify the GFC rates before 2024, it is necessary for the City's Public Works Division (PWD) and/or Economic Development Division (EED) to review the findings and recommendations of the subcommittees, and the comments and recommendations arising

from town hall meetings, and thereafter present any resulting proposals for modifications to the GFC program to the City Council no later than September 13, 2023; and

WHEREAS, upon receiving any proposal from PWD and/or EDD regarding modification of the GFC program, the Council intends to review and possibly adopt proposed changes to the GFC program no later than October 9, 2023.

-- NOW, THEREFORE,

BE IT RESPECTFULLY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that upon enactment of C_____, Mayor Nadine Woodward direct the City's Public Works Division and/or Economic Development Division, or such other departments as the Mayor may deem advisable, to conduct town hall meeting(s) to educate members of the public, developers, home builders, housing advocates and other interested parties regarding the recently enacted GFCs, and to solicit suggestions for revising the GFC program to more fairly apportion the cost of infrastructure essential to support new development while assuring adequate public funding for capital improvements to the City's water and sewer system, all such meetings to be concluded before September 1, 2023; and

BE IT FURTHER RESOLVED that the Housing Action Subcommittee, the Sustainability Action Subcommittee, and the Equity Subcommittee shall each undertake review of the adopted GFC rates, applications, and exemptions and report any recommendations for changes to the GFC program to their respective oversight committees at their July 2023 meetings at the latest; and;

BE IT FINALLY RESOLVED that the Mayor Nadine Woodward direct the City's Public Works Division and/or Economic Development Division, or such other departments as the Mayor may deem advisable, to bring forward to the City Council no later than September 13, 2023 a proposal for modification of the GFC rates, applications, and exemptions, said modification to incorporate the comments and recommendations of the Council subcommittees and participants in the town hall meetings.

ADOPTED by City Council this ____ day of March, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	CP Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs/CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	GFC Public Input Process
Summary (Background) *use the Fiscal Impact box below for relevant financial information	City Council adopted ordinance C36369 on March 13, 2023, which provides for the first increase in General Facilities Charges for new development since 2002. It is expected that council will amend the new increases to provide for a lower GFC charge for the year 2023 before implementing the newly adopted rates in 2024. Meanwhile, the Council, in conjunction with the administration, will solicit community input on the recently enacted GFC charges and consider possible changes to the 2024 GFC rates before they become effective. The resolution outlines the process and timelines for community input.
Proposed Council Action	Filed for approval on 3/27
Fiscal Impact Total Cost: <u>N/A – resolution outlines public process and does not have a fiscal impact.</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: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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.	
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 enacted GFCs will be reviewed by the Council’s subcommittees on Equity, Housing and Sustainability, which will make recommendations for changes to their oversight committees and the Council.	

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

The resolution describes a council review process as well as a town hall process for public comment and review of the recently enacted GFCs. Those comments and recommendations will be assembled and incorporated, where practical, into proposed changes to the GFC rates.

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 update of the GFC's followed RCW's to ensure that growth related costs were captured and reflected in the new fees. Funds generated through GFC's would be used to implement the capacity improving projects found with the City's Capital Improvement Program. The public review process during 2023 will ensure that recently enacted GFC rates are fair, equitable and sustainable.



Agenda Sheet for City Council Meeting of:

03/13/2023

<u>Date Rec'd</u>	3/1/2023
<u>Clerk's File #</u>	ORD C36370
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	HANNAHLEE X6714 ALLERS
<u>Contact E-Mail</u>	HALLERS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - OPEN FORUM CODE UPDATE

Agenda Wording
 An ordinance related to open forum at Spokane City Council meetings; amending section 02.01.040 of the Spokane Municipal Code.

Summary (Background)
 This change removes specifics related to Open Forum from SMC and instead refers to Council's Rules of Procedure for open forum-specific procedures.

<u>Lease?</u> NO	<u>Grant related?</u> NO	<u>Public Works?</u> NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	2/27 PIES
<u>Division Director</u>		<u>Council Sponsor</u>	CP Beggs; CM Kinnear
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		cwright@spokanecity.org	
<u>For the Mayor</u>		hallery@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C36370

An ordinance related to open forum at Spokane City Council meetings; amending section 02.01.040 of the Spokane Municipal Code.

WHEREAS, City Council holds an open forum during their Legislative Sessions as an opportunity for the members of the public to speak to Council regarding City-related issues that are not on Council’s meeting agenda; and

WHEREAS, the City Council typically changes it Rules of Procedure, which lay out the rules for open forum, on an annual basis, and the rules regarding open forum testimony have changed.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 02.01.040 of the Spokane Municipal Code is amended to read as follows:

Section 02.01.040 Open Forum Session

In the course of each regular City Council Legislative Session (~~((meeting, unless it is ten p.m. or later))~~), there may be an allotment of meeting time for the City Council to hold an open forum (~~((that shall not exceed thirty minutes, at which time items of interest to the citizens of the City that were not placed upon the current or advance agenda may be discussed in front of and with City Council members by interested citizens who have indicated their desire to address the City Council by such procedure as the City Council may prescribe))~~). The open forum (~~((session))~~) is a limited public forum and all matters discussed shall relate to the affairs of the City. (~~((No person shall be permitted to speak at open forum more often than once per month))~~) The rules regarding open forum participation can be found in the City Council’s Rules of Procedure, as adopted pursuant to [SMC 02.01.050](#).

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Hannahlee Allers
Contact Email & Phone	hallers@spokanecity.org x6714
Council Sponsor(s)	CP Beggs; CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Open Forum SMC Update
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The SMC section related to Open Forum is outdated. This change removes specifics related to Open Forum (including a 30-minute time limit and only allowing testimony monthly) and instead refers to Council's Rules of Procedure for open forum-specific procedures.
Proposed Council Action	Will file for consideration after committee
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: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Not applicable – this code does not change the rules of open forum, but instead references Council's Rules of Procedure for specifics.	
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? Same as above.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? This code change should keep future SMC changes from being necessary, but Council uses their experience on the dais, as well as input they hear from participants, to craft the rules for open forum as part of their annual Rules of Procedure updates.	
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:

03/27/2023

<u>Date Rec'd</u>	3/16/2023
<u>Clerk's File #</u>	ORD C36373
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	MATT BOSTON 6820
<u>Contact E-Mail</u>	MBOSTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - SUPPLEMENTAL BUDGET ORDINANCE

Agenda Wording

An ordinance establishing requirements for unallocated reserve balances within the General Fund; enacting new sections 07.14.030 and 07.14.040 of the Spokane Municipal Code.

Summary (Background)

Establishes requirements for unallocated reserve balances within the General Fund; enacting a new section within article 07.08.010 G of the Spokane Municipal Code relating to budget processes, deadlines, allocation, and monitoring processes.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	1/23/23
<u>Division Director</u>		<u>Council Sponsor</u>	Cathcart, Wilkerson, Beggs
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		sblackwell@spokanecity.org	
<u>For the Mayor</u>		mboston@spokanecity.org	
<u>Additional Approvals</u>		mboston@spokanecity.org	
<u>Purchasing</u>			

ORDINANCE NO. C36373

An ordinance establishing requirements for unallocated reserve balances within the General Fund; enacting new sections 07.14.030 and 07.14.040 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.14 of the Spokane Municipal Code is amended to read as follows:

Chapter 07.14 Budget Process

Section 07.14.010 Deadline to Submit Estimates of Sources of Revenue

- A. In accord with the requirements of RCW 35.33.135, on the first Monday of October of each year or such earlier time as may be mutually convenient, the mayor shall provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current year, together with estimates submitted by the clerk/city budget director under RCW 35.33.051.
- B. The city council and the mayor or his designated representative shall consider the City's total anticipated financial requirements for the ensuing fiscal year, and the city council shall determine and fix by ordinance the amount to be raised by ad valorem taxes.
- C. Upon adoption of the ordinance fixing the amount of ad valorem taxes to be levied, the clerk/budget director shall certify the same to the board of county commissioners as required by RCW 84.52.020.

Section 07.14.020 Revenue Allocation to Northeast Public Development Authority

Effective January 1, 2019, seventy five percent (75%) of incremental Revenue increases from all applicable taxes collected by or on behalf of the City, to include without limitation the City's share of: 1) regular sales or use tax, 2) leasehold excise tax, 3) real and personal property tax, and 4) utility tax generated within the geographic boundaries of the Focus Area set forth in the attached Map, (Map 7.14.020-M1), will be allocated to the NEPDA. For purposes of this section "Revenue" means any incremental increases in tax revenues from properties or conducting of business originating from the location of properties within the geographic boundaries of the Focus Area. The Revenue allocation shall not apply to revenue generated within the boundaries of a tax increment finance district created prior to the effective date of this ordinance.

Section 07.14.030 Budget Monitoring and Review

- A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends defined in the estimates.
 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
 3. In the month following the end of the quarter, the Management and Budget Department will provide proposed budget amendments as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed budget amendments will proceed for the approval process via a special budget ordinance. The special budget ordinance will be scheduled for approval accordingly.
- B. The Finance, Treasury and Administration Division shall provide a pre-audit year-end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of May.
- C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:
1. An update to the General Fund Five-Year Forecast based on all known or expected revenues and expenditures. The General Fund Five-Year Forecast will include the current year's budget, current year projections, and updated projections for the subsequent four years. The report will be provided to the City Council by the May Finance and Administration Committee meeting.
 2. Focused discussion on General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation.

3. Recommendation to the City Council that includes reducing and/or increasing expenditure “summary type code” line items that are projected to be over budget or under budget accordingly.

D. Based on the recommendations given in section 07.04.030 (C)(2) and the updated five-year forecast provided in section 07.04.030 (C)(1), the Council will consider making budget adjustments to the annual budget via a special budget ordinance in order to maintain financial sustainability in accordance with Ordinance C36346.

Section 07.14.040 Second Year Detailed Budget Projections

Departments shall prepare preliminary estimates of all known and/or expected revenues and expenditures for the subsequent year following the ensuing fiscal year, in accordance with RCW 35.33.051. The intent of providing the estimates for revenues and expenditures for two years is to better ensure financial sustainability by identifying significant deficits in the future years and attempting to mitigate prior to presenting.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C-36366

An ordinance relating to landlord tenant regulations; adopting new sections 10.57.080, 10.57.090, 10.57.100, 10.57.110, 10.57.120, 10.57.130, and 10.57.140 to chapter 10.57; and enacting new sections 07.08.157 and 07.08.158 of the Spokane Municipal Code.

WHEREAS, the City of Spokane desires to reduce the costs of background checks to tenants by supplying portable background checks at no cost to the landlord; and

WHEREAS, the City of Spokane desires to utilize funds authorized under SMC Section 08.07C to fund the housing related services of tenant relocation and legal services for qualified tenants; and

WHEREAS, current Washington law does not provide a civil remedy to violations of residential rental unit regulations in municipal court other than for issues of habitability and therefore the only reasonable legal remedy for many provisions in the Spokane Municipal Code is a private right of action, a private right of action is created for specified violations of the residential rental code; and

WHEREAS, the City of Spokane desires to utilize funds under SMC Section 08.07C to fund the housing related services of rental property damage mitigation for those landlords that work with programs that provide housing support to low income individuals.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there are adopted new sections to chapter 10.57 of the Spokane Municipal Code to read as follows:

SMC 10.57.080	Portable Background and Credit Checks
SMC 10.57.090	Residential Rental Property Mitigation Program
SMC 10.57.100	Legal Services and Relocation Program
SMC 10.57.110	Landlord Walkthroughs and Inspections
SMC 10.57.120	Disclosures
SMC 10.57.130	Anti-Retaliation Protections
SMC 10.57.140	Private Right of Action

Section 10.57.080 Portable Background and Credit Checks

A. Purpose and Intent.

1. The screening of a prospective tenant's rental history, financial history, and criminal background is a common aspect of renting residential real property and provides an important benefit to both landlords and tenants.

2. While tenants usually pay a fee associated with this screening each time they apply for a unit, state law requires that fees collected can only cover the actual cost of screenings performed. Multiple applications for rental housing currently require prospective tenants to pay multiple fees which can be burdensome to prospective tenants, especially in a tight rental market.
3. The intent of this section is consistent with RCW 59.18.257 to support landlords getting the data they need to make an informed decision about a prospective tenant at no cost to the landlord and in compliance with state law, while ensuring that prospective tenants are not unduly burdened by the need to pay multiple background and credit check fees.

B. Portable background and credit checks program.

1. The City of Spokane's department of Code Enforcement is authorized to publish a request for qualifications ("RFQ") from consumer reporting agencies that have the capability to provide certified portable background and credit checks.
2. The content of the background and credit report must comply with state and federal laws and housing requirements, including guidance from the federal government on criminal background checks, and would be decided by the Spokane City Council upon the recommendation of an advisory group that must include representatives from landlord, tenant and social services housing organizations.
3. All portable background and credit checks conducted under this section shall be valid for at least ninety (90) days from the date of issuance.
4. The City of Spokane and its agents shall have no right to access the information included in a portable background check unless provided to them by the prospective tenant subject of the report.
5. Prospective tenants are responsible for paying the fee for the creation of the portable background and credit check and landlords cannot be charged for it. Landlords cannot charge tenants an additional fee for accessing the check.
6. Landlords that accept a portable background check pursuant to RCW 59.18.257(1)(iv) may not charge a tenant for a second background and credit screening service.
7. Nothing in this section restricts a landlord from asking a prospective tenant about their criminal, credit or rental history, or making a decision on whether or not to rent to an individual based on that history.

Section 10.57.090 Residential Rental Property Mitigation Program.

- A. The department of Community, Housing and Human Services is authorized to operate a rental property mitigation program, which is intended to assist in the repair of residential rental properties that are damaged during a tenancy and where damage occurs through no fault of the landlord.
- B. The City's fund will be supplemental to any similar state or federal program, and will only be used after the applicant has completed a timely and complete application for those funds, exhausted the tenant's damage deposit, and still has not been fully compensated for the damage.
- C. The department of Community, Housing and Human Services is authorized to establish public rules for the operation of the rental property mitigation fund, and shall publish and accept public comment on such rules for sixty (60) days prior to the effective date of the rules for the program.
- D. Landlords applying for funding from the rental property mitigation fund must meet the criteria established by the Community, Housing and Human Services department pursuant to subsection (C) of this section. Within a calendar year, disbursement of such funds shall prioritize assistance to landlords where a government, nonprofit operated program, or privately operated program under government contract that provides housing support to low income individuals referred the tenant to the landlord or provided a portion of their rent or damage deposit, with remaining funding disbursed to all other qualifying applicants thereafter.
- E. The City may contract with another entity to administer its Residential Rental Property Mitigation Program.

Section 10.57.100 Legal Services and Relocation Program

- A. City of Spokane is authorized to use monies from the Legal Services and Relocation Fund to contract with another entity to provide attorney services for landlord and tenant legal services and mediation costs, with a focus on habitability and violations of the Chapter 59.18 RCW - Residential Landlord Tenant Act ("RLTA"). The city investment would provide seed money for first year of salary and benefits for an attorney and reasonable litigation costs, including mediation fees. Legal fees from successful representation would be used to sustain the attorney(s) and associated costs for the long term.
- B. The City is further authorized to disburse monies from the Legal Services and Relocation Fund to provide immediate relocation funds to tenants living in rental units that are below the standards of habitability and likely to be able to recover

relocation funds from their landlord, which will reimburse the fund. The City is also authorized to disburse monies from the Legal Services and Relocation Fund to landlords to assist with tenant removal or relocation. The attorney described in Section A shall establish an application, review, and appeals process for the relocation fund program.

C. Minimum program requirements:

1. A program that focuses on pursuing legal remedies for rental housing units that clearly fall below standard of habitability defined in the Spokane Municipal Code and/or violate the RLTA in consultation with Code Enforcement.
2. A program that provides prompt relocation funds from City directly to the tenant once it appears to the attorney described in Section A that a landlord is more likely than not to be held liable under state law and then collects from the landlord and any settlement funds as first priority a reimbursement to the relocation funds advanced and any attorney fees that could be used to fund the attorney positions in the future.
3. A program that builds increased capacity for these services, including education and outreach.
4. Services provided under this section may only be provided to individuals from households with incomes less than 400% of the federal poverty level.

Section 10.57.110 Landlord Walkthroughs and Inspections

- A. Prior to any rental occupancy, the landlord or owner or manager of residential rental real property shall self-inspect the unit ensuring it meets the requirements of applicable building and housing codes impacting health, safety, and livability.
- B. The owner of residential rental real property shall make all necessary repairs to keep the premises in habitable condition as defined by the Spokane Municipal Code before a tenant may occupy the unit.
- C. Any entity or individual operating rental housing shall maintain all move-in and move-out inspection records for at least three years.
- D. Execution of any rental agreement shall act as certification by the landlord or owner or manager of residential rental real property that all relevant state and municipal building and housing codes impacting health, safety, and habitability are met.

Section 10.57.120 Disclosures

- A. Prior to entering into a lease or rental agreement, the landlord, owner or manager of residential rental real property must disclose to prospective tenants whether the unit has had a history of mold, any remediation, and whether the landlord has been informed by past tenants of any health concerns related to mold.
- B. The landlord or owner or manager of residential rental real property must disclose to tenants within ten (10) days when a unit they are renting is part of a building or parcel that has been listed for sale. In the event that the property is sold, the landlord or owner or manager of residential rental real property must provide all known contact information for the new owner(s) to the tenants.
- C. The landlord or owner or manager of residential rental real property must disclose any known history of methamphetamine manufacturing on the premises.

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.

Due to fears of retaliation, tenants may fear speaking up about housing habitability issues or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.
2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.
3. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, the Washington Law Against Discrimination, and Title 18 of the Spokane Municipal Code.

Section 10.57.140 Private Right of Action

- A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, or 10.57.130 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys’ fees

and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to \$500, and injunctive relief.

- B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, or 10.57.130 and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 2. That there is enacted a new section 07.08.157 of the Spokane Municipal Code to read as follows:

Section 07.08.157 Residential Rental Property Mitigation Fund

- A. There is established a special revenue fund entitled the “residential rental property mitigation fund” into which shall be paid 10% of fees from business registration that have at least one listed residential rental property.
- B. As provided in the annual budget, the “residential rental property mitigation fund” is appropriated to provide for payment of repairs of residential rental properties that are damaged during a tenancy where a government or nonprofit operated program, that provides housing support to low income individuals, referred the tenant to the landlord or provided a portion of their rent or damage deposit, and where damage occurs through no fault of the landlord. as established by SMC 10.57.080. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City, including an initial investment of startup money.

Section 3. That there is enacted a new section 07.08.158 of the Spokane Municipal Code to read as follows:

Section 07.08.158 Legal Services and Relocation Fund

- A. There is established a special revenue fund entitled the “legal services and relocation fund” into which shall be paid two percent of all revenue collected pursuant to SMC 8.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions by the Legal Services and Relocation Program.
- B. As provided in the annual budget, the “legal services and relocation fund” is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC 10.57.070. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date