

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 November 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 November 27, 2023:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2490 514 5147; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, November 27, 2023. You must sign up by 6:00 p.m. to be called on to testify. 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, NOVEMBER 27, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT LORI KINNEAR

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER RYAN OELRICH

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. 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. Virtual sign up is open 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. | Ninth Amendment to the Lease Agreement between the Spokane Airport Board and City of Spokane for the Waste to Energy Facility from May 1, 2023, through April 30, 2028—\$264,600 annually. (Second of four 5-year renewal options.) (Council Sponsor: Council Member Stratton)
Dave Steele | Approve | OPR 1988-0495 |
| 2. | Consultant Agreements with Integrus (Spokane) for: | Approve
All | |
| | a. Design and Engineering Services for Upriver Dam Building Interior Remodel from November 1, 2023, through October 31, 2025—\$140,250 (plus tax, if applicable). | | OPR 2023-1223
RFQu 5898-23 |
| | b. Water Department Main Campus Office Renovation Reconstruction Design and Construction Management Services from November 1, 2023, | | OPR 2023-1224
RFQ 5873-23 |

through October 31, 2026—\$908,011 (plus tax, if applicable).

(Council Sponsor: Council Member Stratton)

Dave Steele

- | | | | |
|----|---|----------------|------------------------------|
| 3. | <p>Consultant Agreement with Bureau Verits Technical Assessments, LLC (Owings Mills, MD) to provide facility system and structure condition assessments including surveys and reports for the Northeast and West Central Community Centers from November 1, 2023, through October 31, 2024—\$70,064 (plus tax, if applicable). (Council Sponsors: Council President Kinnear and Council Member Stratton)</p> <p>Dave Steele</p> | Approve | OPR 2023-1225
RFQ 5945-23 |
| 4. | <p>Contract with <u>(to be determined after bid due date of November 22, 2023) (City, ST)</u> for snow and ice removal for the Intermodal Facility, the Public Defenders/Prosecutors Building, and City Hall, and for landscaping maintenance at the Intermodal Facility and Public Defender / Prosecutors Building—\$_____. (Council Sponsors: Council President Kinnear and Council Member Stratton)</p> <p>Dave Steele</p> | Approve | OPR 2023-1226 |
| 5. | <p>Contract Amendments with Spokane Neighborhood Action Partners, utilizing Community Development Block Grant funds, extending funding through June 30, 2024, for:</p> | Approve
All | |
| | <p>a. Essential Home Repair Program—additional \$290,000. Total award amount: \$790,000.</p> | | OPR 2022-0796 |
| | <p>b. Single Family Rehabilitation Program—additional \$590,445. Total award amount: \$2,075,324.
(Council Sponsor: Council Member Stratton)</p> <p>Tessa Jilot</p> | | OPR 2022-0797 |
| 6. | <p>Approval of the Community, Housing, and Human Services Board's Allocation Recommendation, and approval to allow Community, Housing, and Human Services Department to enter into template loan agreements with subrecipients as follows:</p> | Approve | |
| | <p>a. St. Johns' Two, West 9th Senior Housing project: \$2,015,000.</p> | | OPR 2023-1227 |
| | <p>b. Volunteers of America Eastern Washington & Northern Idaho, Vets on North Lacey project: \$1,500,000.
(Council Sponsor: Council Member Stratton)</p> <p>Heather Page</p> | | OPR 2023-1228 |

- 7. Report of the Mayor of pending 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 \$_____.
- 8. City Council Meeting Minutes: _____, 2023.

Approve & Authorize Payments CPR 2023-0002

Approve CPR 2023-0013

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36466 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:

Asset Management Fund

- 1) Decrease appropriation by \$21,200.
 - A) Of the decreased appropriation, \$21,200 is removed from base wages.
- 2) Increase appropriation by \$21,200.
 - A) Of the increased appropriation, \$21,200 is provided solely for building repair & maintenance on behalf of Municipal Court.

(This action arises from the need to perform facility and technical improvements at Municipal Court.) (Council Sponsors: Council Members Wilkerson and Stratton)

Howard Delaney

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0099 Appointing _____ to fill the position of Hearing Examiner for the City of Spokane. (Council Sponsors: Council President Kinnear and Council Member Cathcart)

Giacobbe Byrd

ORD C36467 Adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage. (Council Sponsors: Council President Kinnear and Council Members Wilkerson and Cathcart)
Jessica Stratton

FIRST READING ORDINANCES

ORD C36468 Relating to the City of Spokane’s Utility Tax; amending the Spokane Municipal Code (SMC) section 08.10.030(A)(3), (4) and (7) and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Wilkerson and Cathcart)

Tonya Wallace

ORD C36469 Changing the zone from Context Area 4 (CA4) to High Density Residential 55 (RHD-55) for property located at 802 East Sharp Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map. (Council Sponsors: Council President Kinnear and Council Member Bingle)

Tavis Schmidt

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

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

ADJOURNMENT

The November 27, 2023, Regular Legislative Session of the City Council is adjourned to December 4, 2023.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and

also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES



Agenda Sheet for City Council Meeting of:
11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	OPR 1988-0495
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 WASTE TO ENERGY LEASE AMENDMENT #9 - RENT ADJUSTMENT

Agenda Wording

The Facilities Department in partnership with the Solid Waste Management Department has worked to complete this lease amendment with Spokane International Airport.

Summary (Background)

With the intent to manage costs and provide an accurate assessment of the fair market value, the City of Spokane contracted for an independent appraisal of the property. Lease amendment provides for an annual rate of \$264,600 for the next fire year term.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$264,600
Select	\$
Select	\$
Select	\$

Budget Account

#	4490-30210-37141-54501-99999
#	
#	
#	

Approvals

Dept Head	TEAL, JEFFREY
Division Director	WALLACE, TONYA
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	11/13/2023
Council Sponsor	Stratton

Distribution List

Additional Approvals

Purchasing	
ACCOUNTING - LEASE	BAIRD, CHRISTI

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities Department – Solid Waste Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Waste to Energy Lease Amendment #9 - Rent Adjustment
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department in partnership with the Solid Waste Management Department has worked to complete this lease amendment with Spokane International Airport.</p> <p>With the intent to manage costs and provide an accurate assessment of the fair market value, the City of Spokane contracted for an independent appraisal of the property.</p> <p>Lease amendment provides for an annual rate of \$264,600 for the next five-year term.</p>
Proposed Council Action	Document approval
Fiscal Impact Total Expense: \$264,600 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Varies Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <p style="text-align: center;">The Waste to Energy Facility is a regional facility handling refuse from multiple communities in Spokane County. This wide customer base serves a wide variety of communities and income streams.</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?

The Waste to Energy Facility is a regional facility handling refuse from multiple communities in Spokane County. This wide customer base serves a wide variety of communities and income streams.

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

The Waste to Energy Facility is a regional facility handling refuse from multiple communities in Spokane County. This wide customer base serves a wide variety of communities and income streams.

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 Waste to Energy Facility is a regional facility handling refuse from multiple communities in Spokane County. This wide customer base serves a wide variety of communities and income streams.

NINTH AMENDMENT TO THE LAND LEASE AGREEMENT

THIS NINTH AMENDMENT, made and entered into this ___ day of _____, 2023, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport," and the CITY OF SPOKANE, a Washington State municipality, hereinafter referred to as "LESSEE".

WITNESSETH THAT:

WHEREAS, the Airport Board is the administrator and operator of SPOKANE INTERNATIONAL AIRPORT BUSINESS PARK, hereinafter referred to as "Airport Business Park", located in the City and County of Spokane, State of Washington, and operates the same for the promotion, accommodation and development of commercial and industrial purposes, air commerce and transportation; and

WHEREAS, the parties hereto did enter into a Lease Agreement, hereinafter referred to as "Agreement," dated July 14, 1988 and amended November 7, 1988, December 18, 1996, April 18, 2001, August 16, 2006, May 18, 2011, August 17, 2011, January 26, 2016, and November 1, 2018, whereby Lessee was granted the right to lease certain premises at the Airport Business Park for the purpose of constructing and operating a Waste To Energy Facility "Facility"; and

WHEREAS, the Lessee properly provided notice to exercise its second of four (2/4) five (5) year options and Article I – TERM; Article II – OPTIONS TO RENEW; Article IV – RENT; Article V – RENTAL ADJUSTMENTS; and Article XXI – NONDISCRIMINATION, shall be amended; and

NOW, THEREFORE, in consideration of the Premises provided herein, the rights and privileges and the mutual covenants and conditions herein contained and other valuable considerations, the parties hereto agree, for themselves, their successors and assigns, that the Agreement shall be amended as follows, effective May 1, 2023:

1. ARTICLE I – TERM, shall be amended in its entirety, so that as amended, it now reads:
 - A. The term of this Agreement shall be five (5) years commencing May 1, 2023, and expiring April 30, 2028, unless sooner cancelled or terminated as hereinafter provided.
 - B. Lessee has provided the Airport with written notice that they wish to purchase said Premises. The Premises are identified by the Federal Aviation Administration ("FAA") as "Surplus Property" which requires FAA's approval prior to selling said Premises. The Airport shall continue the process of obtaining FAA's approval upon execution of this Amendment. The Lessee acknowledges the Airport is uncertain of how long the FAA approval process will take or if the FAA approval process will be successful or otherwise allow for Lessee to purchase said Premises.

C. The purchase price shall be the fair market value determined by an appraisal and review appraisal. Each appraisal shall be performed by an MAI appraiser of the Airport's choosing. Said purchase shall be memorialized by a separate written agreement between the parties and is subject to approval by the City of Spokane and County of Spokane. Upon completion of a purchase, this Agreement shall terminate.

2. ARTICLE II – OPTIONS TO RENEW, shall be amended in its entirety, so that as amended, it now reads:

Lessee shall have the option to renew this Agreement for two (2) consecutive five (5) year periods. Should Lessee desire to exercise its renewal option, written notice of such intent must be given to the Airport no less than one (1) year prior to the expiration of the current term for successive renewals. The right of Lessee to extend the lease term shall be conditioned upon its not being in default under and of the terms, covenants or conditions of this Agreement or any amendments thereto and with the full approval by all applicable government authorities, including but not limited to the Federal Aviation Administration or its successor agency and is in full compliance with all laws, rules, and regulations applicable to the activities, operations and maintenance of the Facility by Lessee at the time of renewal. Upon exercise of its option(s) to renew, the insurance requirements set forth herein shall be subject to adjustment by the Airport.

3. ARTICLE IV – RENT, shall be amended in its entirety, so that as amended, it now reads:

In consideration of the Premises herein demised, and the rights granted herein, Lessee agrees to pay the following rent:

A. For the second five (5) year option period, commencing May 1, 2023, and expiring April 30, 2028, Lessee shall pay Twenty-Two Thousand Fifty Dollars (\$22,050) per month as agreed upon by both parties as the average of two appraisals for One Million Six Hundred Eight Thousand Eight Hundred Eighty-Seven (1,608,887) square feet.

B. The rent shall be paid in quarterly installments of Sixty-Six Thousand One Hundred Fifty Dollars (\$66,150), payable in advance on the first day of each quarter during the term of the Agreement. The first quarterly installment is due July 1, 2023.

Premises	Square Footage	Monthly	Quarterly	Annual
Land	1,608,887	\$22,050	\$66,150	\$264,600

C. This amount does not include Washington State Leasehold Tax which Lessee is exempt from paying. Lessee agrees and accepts it is leasing approximately 36.93 acres of land or One Million Six Hundred Eight Thousand Eight Hundred Eighty-Seven (1,608,887) square feet.

4. ARTICLE V – RENTAL ADJUSTMENTS, shall be amended in its entirety, so that as amended, it now reads:

A. In the event the option(s) to extend the term commencing May 1, 2028, as set forth in

Article II – OPTIONS TO RENEW of this agreement are exercised, the rental rate shall be adjusted effective on May 1st upon commencement of each five (5) year option period.

B. All such rental adjustments shall be made as follows:

Not later than June 1 of each calendar year prior to the effective date of the rental adjustment(s), either party desiring to renegotiate the current rent shall notify the other of its intent. The rental adjustment shall be based on the current fair market value of the land excluding improvements. In no event shall the rent be less than that for the previous adjustment period. In the event the parties hereto cannot agree on the rent to be charged for the ensuing five (5) year period, the parties shall retain either one appraiser chosen by mutual agreement or two independent appraisers. If the parties agree to select only one appraiser, the value determined by that appraiser shall be the rent charged for the affected period. In the event two appraisers are utilized, the rent for the five (5) year period shall be the average of the figures provided by the two appraisers, unless the difference between the two is greater than ten percent (10%). In such event, a third appraiser selected mutually by the parties, shall be retained. The two closest appraisals of the three shall be averaged and that value shall be the rent for the affected period. All costs incurred for the appraisals shall be shared equally by the parties hereto.

5. ARTICLE XXI – NONDISCRIMINATION, shall be amended in its entirety, so that as amended, it now reads:

A. Lessee understands and acknowledges that the Airport has given to the United States of America, acting by and through the FAA, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act 1964 and by 49 CFR Part 21 as a condition precedent to the Government making grants in aid to the Airport for certain Airport programs and activities, and that Airport is required under those regulations to include in every agreement pursuant to which any person or persons, other than Airport, operates or has the right to operate any facility on SIA providing services to the public, the following covenant, to which Lessee agrees:

B. Lessee, in its operation at and use of SIA, covenants that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and

2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

3. It shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as that regulation may be amended; and

4. Lessee further agrees promptly to provide the Airport, upon written request by the Airport, such information the Airport is required to obtain from Lessee to show compliance with applicable nondiscrimination laws.

6. All other terms and conditions, except those specified herein, shall remain in full force and effect and the provisions of this Amendment shall become a part of said Agreement upon execution as if fully written herein.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto, the day and year first written above.

CITY OF SPOKANE:

ATTEST:

Title: _____
Date: _____

Title: _____
Date: _____

APPROVED AS TO FORM:

Title: _____
Date: _____

SPOKANE AIRPORT BOARD:

APPROVED AS TO FORM:

By: Lawrence J. Krauter
Chief Executive Officer
Date: _____

By: Brian M. Werst
General Counsel
Date: _____



Agenda Sheet for City Council Meeting of:
11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	OPR 2023-1223
Renews #	
Cross Ref #	
Project #	
Bid #	RFQU 5898-23
Requisition #	

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 FACILITIES WATER DEPARTMENT UPRIVER DAM OFFICE REBUILD MODERN A & E

Agenda Wording

The City of Spokane's Upriver Dam facility has long needed modernization to improve overall energy efficiencies, space usability, public interface and employee work environment.

Summary (Background)

This project is focused on providing a modern conference room/meeting space, minor office upgrades, and improving the public interface of the Facility for tours and educational visits. This is the Architectural & Engineering consulting contract providing pre-design through construction assistance for the rehabilitation and remodel of interior space at the Upriver Dam facility. This work will provide the construction bid documents necessary to compete the Purchasing public bid process.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 140,250.00

Select \$

Select \$

Select \$

Budget Account

4100-42490-94340-56501-11026

#

#

#

Approvals

Dept Head	TEAL, JEFFREY
Division Director	WALLACE, TONYA
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Urban Exp 11/13/2023
Council Sponsor	Stratton
Distribution List	

Additional Approvals

Purchasing

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Water Department / Facilities
Contact Name	Loren Searl / Dave Steele
Contact Email & Phone	509-625-7821 / 6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department Upriver Dam Office Rebuild Modernization – A&E Consulting Agreement
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane's Upriver Dam Facility has long needed modernization to improve overall energy efficiencies, space usability, public interface, and employee work environment. This project is focused on providing a modern conference room / meeting space, minor office upgrades, and improving the public interface of the Facility for tours and educational visits.</p> <p>This is the Architectural & Engineering consulting contract providing pre-design through construction assistance for the rehabilitation and remodel of interior spaces at the Upriver Dam Facility. This work will provide the construction bid documents necessary to complete the Purchasing public bid process.</p>
Proposed Council Action	Document approval
Fiscal Impact Total Expense: \$140,250 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 <input type="checkbox"/> N/A Specify funding source: Water Department Utility Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <p style="text-align: center;">As a critical City service, the Water Department provides services to all areas of the City. 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. Upriver Dam is uniquely utilized by the local community for educational purposes with regional student tours at all ages provided.</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 work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors

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

Renovations at this facility will improve the usability of the space while provided necessary upgrades in meeting spaces that can be utilized for a wide variety of public and private interactions. Contract management best practices will be used to ensure desired outcomes and regulatory compliance.

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

This investment moves the Water Department ahead as a good steward of community resources reinvesting in a significant City asset. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

Today's Date: 9/29/23 **Type of expenditure:** A&E Architectural Ser Goods Services

Department: Water Department / Facilities

Approving Supervisor: Loren Searl *Loren Searl*

Amount of Proposed Expenditure: \$140,250

Is this against a master agreement? If yes, please provide the number: NO

Funding Source Water Department

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

Why is this expenditure necessary now?

The City of Spokane's Upriver Dam Facility has long been in need of modernization to improve overall energy efficiencies, space usability public interface, and employee work environment. Approving this contract brings little expense to the 2023 budget with only initial design

What are the impacts if expenses are deferred?

Delaying this contract will push the design process deeper into 2024 and likely construction bidding process farther into 2025. Delays can have direct and adverse impacts on construction budgets with the current bid environment continuing to be fairly / unstable and prone to significant swings in bids based on labor and material availability.

What alternative resources have been considered?

This project is funded by the Water Department Utility Fund

Description of the goods or service and any additional information?

This is the Architectural & Engineering contract for pre-design through construction assistance for the rehabilitation and remodel of interior spaces at the Upriver Dam Facility. This work will provide the construction bid documents necessary to complete the Purchasing public bid process.

Person Submitting Form/Contact: Seth McIntosh

Division Director:

Marlene Feist

CFO Signature:

Tonya Wallace

City Administrator Signature:

B.K.P.
G:\cfo\jones (9/29/23) 11-32-2023

Additional Comments:

Signature: *Marlene Feist*

Email: mfeist@spokanecity.org

Signature: *Tonya Wallace*

Email: twallace@spokanecity.org

Signature: 
Garrett Jones (Oct 18, 2023 14:32 PDT)

Email: gjones@spokanecity.org











Expenditure Control Form 2023 - Water Department Upriver Dam AE


Final Audit Report

2023-10-18

Created:	2023-10-02
By:	David Steele (dsteele@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUqICDEeTBpm5g8frNgLxCMGtr9r0wYFc

"Expenditure Control Form 2023 - Water Department Upriver Dam AE" History

-  Document created by David Steele (dsteele@spokanecity.org)
2023-10-02 - 5:19:49 PM GMT
-  Document emailed to Loren Searl (lsearl@spokanecity.org) for signature
2023-10-02 - 5:23:31 PM GMT
-  Email viewed by Loren Searl (lsearl@spokanecity.org)
2023-10-09 - 2:57:21 PM GMT
-  Document e-signed by Loren Searl (lsearl@spokanecity.org)
Signature Date: 2023-10-09 - 3:00:02 PM GMT - Time Source: server
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature
2023-10-09 - 3:00:03 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)
2023-10-13 - 8:47:34 PM GMT
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)
Signature Date: 2023-10-13 - 8:47:50 PM GMT - Time Source: server
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-10-13 - 8:47:52 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-10-17 - 0:10:59 AM GMT
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-10-17 - 0:11:20 AM GMT - Time Source: server

 Document emailed to Garrett Jones (gjones@spokanecity.org) for signature

2023-10-17 - 0:11:21 AM GMT

 Email viewed by Garrett Jones (gjones@spokanecity.org)

2023-10-18 - 9:32:20 PM GMT

 Document e-signed by Garrett Jones (gjones@spokanecity.org)

Signature Date: 2023-10-18 - 9:32:41 PM GMT - Time Source: server

 Agreement completed.

2023-10-18 - 9:32:41 PM GMT



City of Spokane
CONSULTANT AGREEMENT
**Title: DESIGN AND ENGINEERING SERVICES FOR
UPRIVER DAM BUILDING INTERIOR REMODEL**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **INTEGRUS**, whose address is 10 South Cedar, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to perform Design and Engineering Services for Upriver Dam Building Interior Remodel; and

WHEREAS, the Consultant was selected from RFQu No. 5898-23.

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 November 1, 2023, and ends on October 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 three (3) additional one (1) year contract periods.

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 Proposal dated September 22, 2023, 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 **ONE HUNDRED FORTY THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$140,250.00)**, 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 Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **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 thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this 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 thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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.

INTEGRUS

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 September 22, 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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

September 22, 2023

Mr. Dave Steele
Project Manager / Real Estate Manager
City of Spokane

RE: Water Department Administration Building

Dear Mr. Steele:

We are pleased to submit the following proposal for office improvements at the Upriver Dam facility. Our proposal is based upon the scope of work discussed in our site walk through on August 30th. The scope of services described below includes a detailed description of our services and a summary of our proposed compensation.

SCOPE OF SERVICES

The proposed scope of services included are architectural & interior design for the spaces highlighted below. In addition, design for mechanical, electrical, IT, & AV is expected. As-built verification will be provided via Matterport 3D scan and BIM conversion to provide accurate background plans. Assistance with the city's bid process & construction administration and closeout is included.

Desired space additions and upgrades:

Primary Goals:

- Conference room and meeting space for 15-20 people include AV/ IT/ Phone infrastructure.
- Two Additional Offices
- Generator separation or containment to improve indoor air quality and provide acoustic buffer.

Secondary Goals:

- Improve crew locker and changing space.
- Control Room upgrades to include control desk replacement and removal of operations status wall at back of room and installation of storage for crew personal items.
- Improvements to display space at the entry lobby for visitors and tour groups.
- Restroom upgrades to relocate shower and provide additional female toilets.
- Water Quality Lab improvements include demo of existing hood, provision of microbiology level 1 hood, and improved chemical storage.

Mr. Dave Steele

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September 22, 2023

DELIVERABLES

Schematic Design:

- Concept drawings and design visualization
- Narratives for MEP systems

Design Development:

- Scoping documentation
- Initial engineering plans for review
- Initial cost estimate to confirm budgeted scope and bid alternates.

Construction Documents

- Permit-ready Plans
- 100% bid documents.
- Construction cost estimate

EXCLUSIONS

The scope of work proposed is limited to the area of office space at the facility and excludes work outside the administrative space. Work to improve access to tour facilities beneath the space or other connected or adjacent buildings is not anticipated. It is assumed that the proposed improvements can be completed without upgrades to the building envelope and/or exterior fenestration systems. Exterior and/or site improvements are not included in this proposal. Structural engineering and seismic review and upgrades are not anticipated currently. The design of the generator separation assumes the equipment and exhaust system may remain in its current location. Design of electrical and mechanical to relocate the generator is excluded.

Other Exclusions:

- Civil Engineering, Site Surveying
- Landscape Architecture
- Hazardous Materials Testing and Consulting
- Acoustical Engineering
- Hazardous Materials Testing and Consulting
- Presentation Materials (Renderings / Models)
- Separate Bid Packages (Phased Construction, Early Site Packages)
- LEED Documentation
- Utility Rebate Assistance
- FF&E Assistance, Selection, and/or Procurement
- Conformed Bid Documents
- Value Engineering
- Constructability Review
- Life Cycle Cost Analysis (LCCA)

Mr. Dave Steele
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September 22, 2023

COMPENSATION

- **Compensation for Scope of Services**

Integrus will provide professional services based on the scope of services described above as follows:

Integrus Architecture - Fixed Fee in the amount of	\$55,760.00
Integrus Structural - Fixed Fee in the amount of	\$2,080.00

- **Consultants**

MW Engineers MEP	\$42,000.00
Cost Estimating	\$12,000.00
Integrus Markup	<u>\$1,200.00</u>

Consultant Fees **\$55,200.00**

- **Additional Services**

Services requested beyond those included in this proposal shall be considered additional services and will be billed either on an hourly basis at the attached hourly rates. Hourly rates are subject to modification on an annual basis.

Estimated Hourly Services included in Proposal:

Integrus:	
Architectural Construction Administration	\$12,760.00
Structural Construction Administration	\$1,900.00
Experiential Graphics (Lobby Exhibits)	\$7,380.00

MW Engineering	\$3,500.00
Markup	\$350.00

Total Additional Services Fee Maximum (Not-To-Exceed) \$25,890.00

- **Reimbursable Expenses**

Reimbursable expenses, and any other charges incurred during the course of our work not directly provided by us, shall be billed at direct cost plus 10%. Direct expenses may include, but are not limited to, the following items: travel and per diem expenses, telephone, postage, mileage, printing and plotting, LEED registration, NREC/permitting fees, equipment expenses, and miscellaneous.

Estimated Reimbursable Expenses for Digital As-built \$1,320.00

TOTAL FEE PROPOSAL \$140,250.00

INTEGRUS

A COLLABORATION OF YGH & INTEGRUS ARCHITECTURE

Mr. Dave Steele
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September 22, 2023

If you agree with the terms stated herein, please send us a formal agreement for signature.

Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.



Steven Clark, AIA
Architect | Associate Principal

c:\users\sclark\documents\local\upriver dam office improvements proposal.docx

pc: Kathy Brazil, Integrus. Jeff Teal, City of Spokane

Upriver Dam Office Improvements
City of Spokane

Integrus Project No.: 22357.00
Date: September 22, 2023

FEE PROPOSAL

Compensation - Hourly Rates

Rates may be adjusted annually. The next adjustment will be July 1, 2024.

Hourly Rates are as follows:

Principal in Charge	\$ 250.00	Experiential Designer	\$ 160.00
Principal Designer	\$ 250.00	Sr. Interior Designer	\$ 165.00
Senior Designer	\$ 220.00	Interior Designer	\$ 135.00
Sr. Project Manager	\$ 200.00	Sr. Administration	\$ 125.00
Project Manager	\$ 175.00	Administration	\$ 110.00
Sr. Project Architect	\$ 165.00	Engineer of Record	\$ 250.00
Project Architect	\$ 145.00	Structural Engineer	\$ 200.00
Design Professional	\$ 110.00	Professional Engineer	\$ 175.00
Specifications Writer	\$ 145.00	EIT /Structural Drafter	\$ 135.00

PROFESSIONAL SERVICES

1.	Basic Services								Lump Sum
INTEGRUS ARCHITECTURE	<i>PIC</i> \$250	<i>Princ. Des.</i> \$250	<i>PM</i> \$175	<i>PA</i> \$145	<i>Design Prof</i> \$110	<i>Spec Writer</i> \$145	<i>Interiors</i> \$135	<i>Admin.</i> \$110	TOTAL
Service / Scope									
Building Scan/ As- Built				8	8				
Building As-Built Drafting				12	40				
Design Options/ Layout		8		8	40		8		
Meetings x 4 @ 2hrs ea.	8	8		8					
Construction Drawings	4	4		40	80	16	40		
Permitting	2			8	16		8	2	
Bid	2			8	16			4	
Record Drawings					8				
Total hours per employee	16	20	-	92	208	16	56	6	
Total Integrus Architectural Fee	\$4,000	\$5,000	\$0	\$13,340	\$22,880	\$2,320	\$7,560	\$660	\$55,760
INTEGRUS STRUCTURAL	<i>Engineer of Record</i> \$250		<i>Project Engineer</i> \$175		<i>Engineer in Training</i> \$135		<i>Engineer Tech</i> \$135		
Service / Scope									
Wall Penetration Detailing		4						8	
Total hours per employee		4		-				8	
Total Integrus Structural Fee		\$1,000		\$0		\$0		\$1,080	\$2,080
CONSULTANTS									
MW Engineers									42,000
Total Consultants									\$42,000
Total Consultants Plus Administration Fee									\$42,000
								Basic Services	\$99,840

2. Construction Assistance									Hourly	
INTEGRUS ARCHITECTURE									TOTAL	
	PIC \$250	Princ. Des. \$250	PM \$175	PA \$145	Arch Assoc \$110	Spec Writer \$145	Interiors \$135	Admin. \$110		
Service / Scope										
Submittal Review				40						
RFI Review				20						
Punch List				20						
OAC Meetings/Site Visits (4)				8						
Total hours per employee	-	-	-	88	-	-	-	-		
Total Integrus Architectural Fee	\$0	\$0	\$0	\$12,760	\$0	\$0	\$0	\$0		
INTEGRUS STRUCTURAL										TOTAL
	Engineer of Record \$250		Project Engineer \$175		Engineer in Training \$135		Engineer Tech \$135			
Service / Scope										
Structural CA Assistance		2		8						
Total hours per employee		2		8		-		-		
Total Integrus Structural Fee		\$500		\$1,400		\$0		\$0		
CONSULTANTS									TOTAL	
MW Engineers								3,500		
Total Consultants								\$3,500		
Administration Fee/Mark Up						10.0%		350		
Total Consultants Plus Administration Fee								\$3,850		
									Construction Assistance	\$18,510
3. Experiential Design									Hourly	
INTEGRUS ARCHITECTURE									TOTAL	
	PIC \$250	Princ. Des. \$250	PM \$175	PA \$145	Arch Assoc \$110	Exp. Design \$160	Interiors \$135	Admin. \$110		
Service / Scope										
Graphic Design						40				
Meetings x 2	4					4				
Total hours per employee	4	-	-	-	-	44	-	-		
Total Integrus Architectural Fee	\$1,000	\$0	\$0	\$0	\$0	\$6,380	\$0	\$0		
									Experiential Design	\$7,380
4. Cost Estimating									Lump Sum	
CONSULTANTS									TOTAL	
MACC Estimating								12,000		
Total Consultants								\$12,000		
Administration Fee/Mark Up						10.0%		1,200		
Total Consultants Plus Administration Fee								\$13,200		
									Cost Estimating	\$13,200
Estimated Reimbursable Expenses									ACTUAL	
INTEGRUS ARCHITECTURE									TOTAL	
EXPENSES										
Equipment: Matterport Digital Scanner								1,200		
Travel										
Meals / Per Diem								-		
Automobile								-		
Hotel								-		
Total Expenses								\$1,200		
Administration Fee/Mark Up						10.0%		120		
Total Expenses Plus Administration Fee								\$1,320		
Administration Fee/Mark Up						10.0%		-		
Total Consultants Plus Administration Fee								\$0		
									Estimated Reimbursable Expenses	\$1,320
TOTAL PROFESSIONAL SERVICES									\$138,930	
ESTIMATED REIMBURSABLE EXPENSES									\$1,320	
TOTAL FEE									\$140,250	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph **(2)** of subsections **6.d.** and **6.f.** of Section **C. - WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph **(1)** above does not apply if the additional insured's acts or omissions, or the acts or omissions of those acting on additional insured's behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

(a) The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, recommendations, reports, surveys, field orders, change orders, designs or drawings and specifications, or

(b) Supervisory, inspection, quality control, architectural or engineering activities.

This limitation applies even if the claims against the additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the additional insured.

(3) The insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections **1.** and **8.** of Section **F - OPTIONAL ADDITIONAL INSURED**

COVERAGES; and it is agreed the following paragraphs replace section **b.** of subsection **9.** of Section **F. - OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of Section **F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if the additional insured's acts or omissions, or the acts or omissions of those acting on the additional insured's behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

(a) The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, recommendations, reports, surveys, field orders, change orders, designs or drawings and specifications, or

(b) Supervisory, inspection, quality control, architectural or engineering activities.

This limitation applies even if the claims against the additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the additional insured.

The insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or
 - (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
 13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
 15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- 25. "Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



License Information:

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

Entity name: INTEGRUS ARCHITECTURE, P.S.
Business name: INTEGRUS ARCHITECTURE, P.S.
Entity type: [Professional Service Corporation](#)
UBI #: 600-285-728
Business ID: 001
Location ID: 0001
Location: Active
Location address: 10 S CEDAR ST
 SPOKANE WA 99201-6823
Mailing address: 10 S CEDAR ST
 SPOKANE WA 99201-6823

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
Architect Firm			View Architects	On Hold	Jun-30-2024	Sep-02-2011
Minor Work Permit				Active	Jun-30-2024	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2024	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2024	Oct-15-2012

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

Governing people	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	
CARTER, BRIAN	
CLARK, STEVEN	
DANIEL, THERESA	

Governing people	Title
DONNELLY, PATRICK	
GRAPER, ROBERT	
HONG, JEN-YUAN	
LARSEN, KANDIS	
NEIGER, STEVE	
POTRATZ, PRESTON	
ROBBINS, THOMAS	
SACHS, LORETTA	
SANDERSON, JESSICA	

Registered Trade Names

Registered trade names	Status	First issued
INTEGRUS ARCHITECTURE, P.S.	Active	Apr-17-1991
WMFL	Active	Oct-01-1986
YGH ARCHITECTURE	Active	Jul-19-2022

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 10/23/2023 9:14:14 AM

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

11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	OPR 2023-1224
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5873-23
Requisition #	

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 FACILITIES/WATER DEPARTMENT MAIN OFFICE REBUILD - A&E CONSULTING

Agenda Wording

The City of Spokane Water Department campus has a wide variety of buildings in a variety of conditions. The Main Office is in need of upgrades for energy efficiency, HVAC upgrades as well as updated space utilization for staff and department needs.

Summary (Background)

The main office building houses most of the office space for staff, record keeping areas, meeting spaces, conference space, employee lockers, and the lunchroom. This is undersized, energy inefficient, poorly ventilated, in need of significant and costly energy and infrastructure upgrades and has been found to be difficult to modernize. This consultant agreement begins the process of upgrading the building by developing the construction bid package for a 2 phase construction project.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$908,011.00

Select \$

Select \$

Select \$

Budget Account

4100-42490-94340-56501-11027

#

#

#

Approvals

Dept Head	TEAL, JEFFREY
Division Director	WALLACE, TONYA
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Urban Exp 11/13/2023
Council Sponsor	Stratton
Distribution List	

Additional Approvals**Purchasing**

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Water Department / Facilities
Contact Name	Loren Searl / Dave Steele
Contact Email & Phone	509-625-7821 / 6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department Main Office Rebuild – A&E Consulting Agreement
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The City Water Department Campus has a wide variety of buildings in a variety of conditions. The Main Office building (which houses most of the office space for staff, record keeping areas, meeting spaces, conference space, employee lockers, lunchroom, etc.) is undersized, energy inefficient, poorly ventilated, in need of significant and costly energy and infrastructure upgrades, and has been found to be a difficult space to update or modernize due to the type of construction, condition, building shape, and the identified historic hazardous materials in the building. This consultant agreement begins the process of upgrading this building by developing the construction bid package for a two phased construction project.</p> <p>Phase I will renovate the existing historic Meter Building directly to the west of the Main Building (complete interior & exterior renovation bringing the building up to LEED Silver levels of efficiency) and Phase II will then complete the renovation of the current Main Office building, with a permanent connection bridging the space between the two buildings. This building will also be completed at LEED Silver levels of efficiency.</p> <p>Both buildings will transition to a far more energy efficient geothermal heat pump system of heating and cooling to move the Water Department towards higher levels of efficiency and sustainability. Launching this design work now begins a 3–4-year process of design and construction of Phase I & Phase II. Delaying this work will delay the transition to new high efficiency spaces and systems and incur further unnecessary maintenance costs and capital repairs on the two buildings identified, while not changing or avoiding the need for replacement.</p>
Proposed Council Action	Document approval
Fiscal Impact Total Expense: \$908,000	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Funding Source One-time Recurring N/A

Specify funding source: Water Department Utility Fund

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

As a critical City service, the Water Department provides services to all areas of the City. It is their mission to provide efficient and effective services, maintaining the delivery of exceptional water services to all areas of the community, included but not limited to historically excluded communities. This work furthers that mission by providing healthy, safe, modern, and highly efficient workspace for the Water Department.

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 reconstruction of these facilities will result in measurable increases in energy efficiency, reduced concerns for employee health, reduced facility repairs, and set the stage for additional energy efficiency gains as future work transitions additional building on the Water Department Campus to geothermal heat and cooling. This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors

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

The reconstruction of these facilities will result in measurable increases in energy efficiency, reduced concerns for employee health, reduced facility repairs, and set the stage for additional energy efficiency gains as future work transitions additional building on the Water Department Campus to geothermal heat and cooling.

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 investment moves the Water Department ahead as a good steward of community resources, providing a sustainable, highly efficient, cost-effective facility for the Water Department while supporting the ratepayers over the long term with lower energy consumption and costs, reduced facility maintenance costs, and efficient use of the existing property.

Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

Today's Date: 9/21/23 **Type of expenditure:** A&E Design Contract Goods Services

Department: Water Department

Approving Supervisor: Loren Searl *Loren Searl*

Amount of Proposed Expenditure: \$908,011
 Is this against a master agreement? If yes, please provide the number: NO

Funding Source Water Department Utility Fund

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

Why is this expenditure necessary now?

The City Water Department Campus has a wide variety of buildings in a variety of conditions. The Main Office building (which houses most of the office space for staff, record keeping areas, meeting spaces, conference space, employee lockers, lunchroom, etc.) is undersized, energy

What are the impacts if expenses are deferred?

Delaying this work will extend the timeline for replacement, delay the transition, and incur further unnecessary maintenance costs and capital repairs on the two buildings, while not changing the need for replacement. This will continue to impede the operational efficiency of the Water Department and cause potentially increased construction costs due to the steady rate of

What alternative resources have been considered?

This work will be funded through the Water Department Utility Fund.

Description of the goods or service and any additional information?

This is a A&E Design contract for Phase I & Phase II. This will complete the design package, permit review, bid package, and provide construction administration on an 'as needed' basis for all work associated with the renovation and replacement of the 2 buildings identified.

Person Submitting Form/Contact: Steele / Searl

Division Director:

Marlene Feist

CFO Signature:

Tonya Wallace

City Administrator Signature:

[Signature]
Garnett Jones (Oct 21, 2023 07:40 PDT)

Additional Comments:

Signature: *Marlene Feist*

Email: mfeist@spokanecity.org

Signature: *Tonya Wallace*

Email: twallace@spokanecity.org

Signature: 
Garrett Jones (Oct 21, 2023 07:46 PDT)

Email: gjones@spokanecity.org











Expenditure Control Form 2023 - WATER MAIN BUILDING A&E


Final Audit Report

2023-10-21

Created:	2023-10-19
By:	David Steele (dsteele@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATDnbEVw7aleLWuCIl6g141Kvsgk-YmK

"Expenditure Control Form 2023 - WATER MAIN BUILDING A&E" History

-  Document created by David Steele (dsteele@spokanecity.org)
2023-10-19 - 4:59:00 PM GMT
-  Document emailed to Loren Searl (lsearl@spokanecity.org) for signature
2023-10-19 - 5:01:58 PM GMT
-  Email viewed by Loren Searl (lsearl@spokanecity.org)
2023-10-19 - 6:53:20 PM GMT
-  Document e-signed by Loren Searl (lsearl@spokanecity.org)
Signature Date: 2023-10-19 - 6:53:36 PM GMT - Time Source: server
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature
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-  Email viewed by Marlene Feist (mfeist@spokanecity.org)
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Signature Date: 2023-10-19 - 7:06:44 PM GMT - Time Source: server
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
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-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
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2023-10-20 - 10:47:28 PM GMT

 Email viewed by Garrett Jones (gjones@spokanecity.org)

2023-10-21 - 2:44:57 PM GMT

 Document e-signed by Garrett Jones (gjones@spokanecity.org)

Signature Date: 2023-10-21 - 2:46:04 PM GMT - Time Source: server

 Agreement completed.

2023-10-21 - 2:46:04 PM GMT



City of Spokane
CONSULTANT AGREEMENT
**Title: WATER DEPARTMENT MAIN CAMPUS
OFFICE RENOVATION/RECONSTRUCTION**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **INTEGRUS**, whose address is P.O. Box 1482, Spokane, Washington 99210 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to perform the Water Department Main Campus - Office Renovation / Reconstruction Design and Construction Management Services; and

WHEREAS, the Consultant was selected from RFQ No. 5873-23.

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 November 1, 2023, and ends on October 31, 2026, 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 Proposal 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 **NINE HUNDRED EIGHT THOUSAND ELEVEN AND NO/100 DOLLARS (\$908,011.00)**, 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 Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **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 thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this 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 thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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.

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.

INTEGRUS

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 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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

September 19, 2023

Mr. Dave Steele
Project Manager / Real Estate Manager
City of Spokane

RE: Water Department Administration Building

Dear Mr. Steele:

We are pleased to submit the following proposal for the renovation, repurposing, and reconstruction of two buildings on the City of Spokane Water Department Campus located at 914 East North Foothills Drive in Spokane, Washington. Our proposal is based upon the scope of work described in the predesign study for this project. The scope of services described below includes a detailed description of our services and a summary of our proposed compensation.

SCOPE OF SERVICES

This proposal includes design services for Architectural & Interior Design, Structural, Civil, Landscape, Mechanical, Electrical, Plumbing, A/V, IT, Security, & Access Control for the renovations and additions proposed in the project predesign. Picking up where the predesign left off, this project will include structural investigations of the existing buildings to determine requirements for the renovation and additions. Additional program verification will be undertaken to confirm capacity and functional requirements for each space. During the schematic design phase further investigation will be done concerning the proposed water-source heat pump and VRF system. These will include equipment examples, project tours, and coordination with the department's internal engineering team for proposed connections to the water mains on site.

Design Development will refine the proposed concepts in Schematic design to include all potential scope & associated costs for the project. During Schematic Design the team will lead the department and city project management through a discussion of phasing to identify the scope split between the two phases of construction for this project.

The Construction Documents phase will include documentation & design coordination of both phases of construction. During this construction documents phase an early site & demolition package is anticipated to be completed. Permitting for the demolition and the phase 1 project will be completed. Discussions with the city will determine the feasibility of permitting both phases of construction at once.

At each deliverable milestone SD, DD, & 90% CD an updated construction estimate will be provided.

For phase 1, two bid packages are anticipated, one for demo and early site work and one for the primary construction of the first phase. An allowance for Construction Administration support is included in this scope. See Exhibit A - Fee Matrix for breakout and Exhibit B Hourly Rates.

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DELIVERABLES

- SD (Schematic Design) Package with updated Cost Estimate
- DD (Design Development) Package with Cost Estimate
- 50% CD (Construction Drawing) Package
- 90% Permit Drawings w/ Construction Cost Estimate.
- 100% Bid Documents
- Bid Clarifications / Addenda
- Conformed Documents
- Modified Construction Assistance
- Record Drawings

ASSUMPTIONS & EXCLUSIONS

It is assumed that while design development and bid document development would occur in one phase, the bid and construction of this project will be completed in two phases. The design team will provide construction documents, bid support, and modified construction assistance for Phase 1 construction as a portion of this proposal, with an allowance for Phase 2 bid support and modified construction assistance included as well. Design work outside the boundary of the phase 1 work is excluded in this proposal. Any updates to the master plan, other buildings, or site work outside the work boundary may be completed as an additional service if requested. This proposal does not include offsite improvements for traffic mitigation or other impacts beyond the site property line.

SCHEDULE

Schematic Design	October 2023 – January 2024
Design Development	January – March 2024
Construction Documents	April – July 2024
Permitting	August – September 2024
Bid	October – November 2024
Contracting	November – December 2024
Construction (estimated)	January – October 2025

See attached proposed schedule for additional detail.

707 SW WASHINGTON ST
SUITE 1200
PORTLAND, OR 97205
503.221.0150 | OFFICE
503.295.0840 | FAX

117 S MAIN ST
SUITE 100
SEATTLE, WA 98104
206.628.3137 | OFFICE
206.628.3138 | FAX

10 S CEDAR ST
SPOKANE, WA 99201
PO BOX 1482 (99210)
509.838.8681 | OFFICE
509.838.2194 | FAX

COMPENSATION

- **Integrus Compensation for Scope of Services** See attached Exhibit A for additional detail.

Total Fee including allowances in the amount of

\$600,412.00

Mr. Dave Steele
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- **Consultants**

MW Engineers	\$211,458.00
AHBL Civil & Landscape	\$48,300.00
Yantis Acoustics	\$18,200.00
MACC Estimating	\$14,000.00
Integrus Markup @ 10%	<u>\$10,801.00</u>
Consultant Fees	\$302,759.00

- **Additional Services**

Services requested beyond those included in this proposal shall be considered additional services and will be billed either on an hourly basis at the current hourly rates or will be estimated on a fixed fee basis. Hourly rates are per Washington State A/E Fee Guidelines and are subject to modification on an annual basis.

- **Reimbursable Expenses**

Reimbursable expenses are not currently anticipated for this project. Any other charges incurred during the course of our work not directly provided by us, shall be billed at direct cost plus 10%. Direct expenses may include, but are not limited to, the following items: travel and per diem expenses, telephone, postage, mileage, printing and plotting, LEED registration, NREC/permitting fees, and miscellaneous.

Estimated Reimbursable Expenses for Digital As-built \$4,840.00

TOTAL FEE PROPOSAL \$908,011.00

If you agree with the terms stated herein, please send us a formal contract for signature.

Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to work with you on this project.

Sincerely,



INTEGRUS ARCHITECTURE, P.S.

Steven Clark, AIA
Architect | Associate Principal

pc: Dave Steele, Jeff Teal, Loren Searl, Kathy Brazil

Spokane Water Department Administration Renovation & Addition
City of Spokane

22257.00
September 19, 2023

BASIC SERVICES PERCENTAGE

I. Basic Services Fee percentage

AE Fee Schedule Calculation per OFM

		MACC		OFM STATE FEE %	FEE AMOUNT
Building and Site	\$	7,000,000.00	X	8.43%	\$590,100
		Renovation Adjustment	X	2.00%	\$140,000
				Subtotal	\$730,100
				Subtract CA Services	-\$197,127.00
				TOTAL BASIC SERVICES FEE	\$532,973.00

OTHER SERVICES

II.	OTHER SERVICES	Approach	Architecture Integrus	Structural Integrus	Mechanical MW	Electrical MW	Civil AHBL	Landscape AHBL	Cost MACC	Food/Dining N/A	Acoustical Yantis	Lighting N/A	Theatre N/A	Other N/A	Subtotal	Subtotal with Mark-Up	Total A/E
1.	Civil Engineering	Lump Sum	-	2,480	-	-	24,300	-	-	-	-	-	-	-	24,300	26,730	29,210
2.	Landscape Architecture	Lump Sum	-	-	-	-	-	17,400	-	-	-	-	-	-	17,400	19,140	19,140
3.	Hazardous Materials Testing and Consulting	Excluded	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4.	Acoustical Engineering	Lump Sum	-	-	-	-	-	-	-	18,200	-	-	-	-	18,200	20,020	20,020
5.	AV / Telecom / Low Voltage Design	Lump Sum	-	-	-	7,410	-	-	-	-	-	-	-	-	7,410	8,151	8,151
6.	Third-Party Cost Estimation	Lump Sum	-	-	-	-	-	-	14,000	-	-	-	-	-	14,000	15,400	15,400
10.	Security/Surveillance Consulting	Excluded	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	TOTAL OTHER SERVICES		-	2,480	-	7,410	24,300	17,400	14,000	-	18,200	-	-	-	81,310	89,441	91,921

ADDITIONAL TASK BASED SERVICES

III.	ADDITIONAL TASK BASED SERVICES	Approach	Architecture Integrus	Structural Integrus	Mechanical MW	Electrical MW	Civil AHBL	Landscape AHBL	Cost MACC	Food/Dining N/A	Acoustical Yantis	Lighting N/A	Theatre N/A	Other N/A	Subtotal	Subtotal with Mark-Up	Total A/E
AS2.	Presentation Materials (Renderings / Models)	Lump Sum	6,920	-	-	-	-	-	-	-	-	-	-	-	-	-	6,920
AS3.	Separate Bid Packages (Phased Construction, Early Site Packages)	Lump Sum	9,760	2,700	7,800	7,800	3,600	-	-	-	-	-	-	-	19,200	21,120	33,580
AS4.	LEED Documentation	Excluded	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AS5.	Experiential Graphics / Enhanced Signage Design	Allowance	5,800	-	-	-	-	-	-	-	-	-	-	-	-	-	5,800
AS7.	FF&E Assistance, Selection, and/or Procurement	Allowance	14,850	-	-	-	-	-	-	-	-	-	-	-	-	-	14,850
AS8.	Phase I CA Assistance	Allowance	29,778	7,088	24,855	12,395	-	-	-	-	-	-	-	-	37,249	-	74,115
AS9.	Phase II CA Assistance	Allowance	89,333	21,263	8,285	4,132	-	-	-	-	-	-	-	-	12,416	-	123,012
AS10.	Record Drawings	Lump Sum	6,080	2,400	2,700	1,800	1,800	1,200	-	-	-	-	-	-	7,500	8,250	16,730
AS11.	Digital As-Built Scan & Documentation	Lump Sum	3,270	-	-	-	-	-	-	-	-	-	-	-	-	-	3,270
	TOTAL ADDITIONAL TASK BASED SERVICES		165,791	33,450	43,640	26,126	5,400	1,200	-	-	-	-	-	-	76,366	29,370	278,277
	TOTAL OTHER SERVICES and ADDITIONAL TASK BASED SERVICES		165,791	35,930	43,640	33,536	29,700	18,600	14,000	-	18,200	-	-	-	157,676	118,811	370,198

Basic Services + Other Basic Services + Additional Task Based Services	\$903,171
Estimated Reimbursable Expenses	\$4,840
TOTAL CONTRACT VALUE	\$908,011

Water Department Administration Building
City of Spokane

Integrus Project No.: 22257.00
Date: September 19, 2023

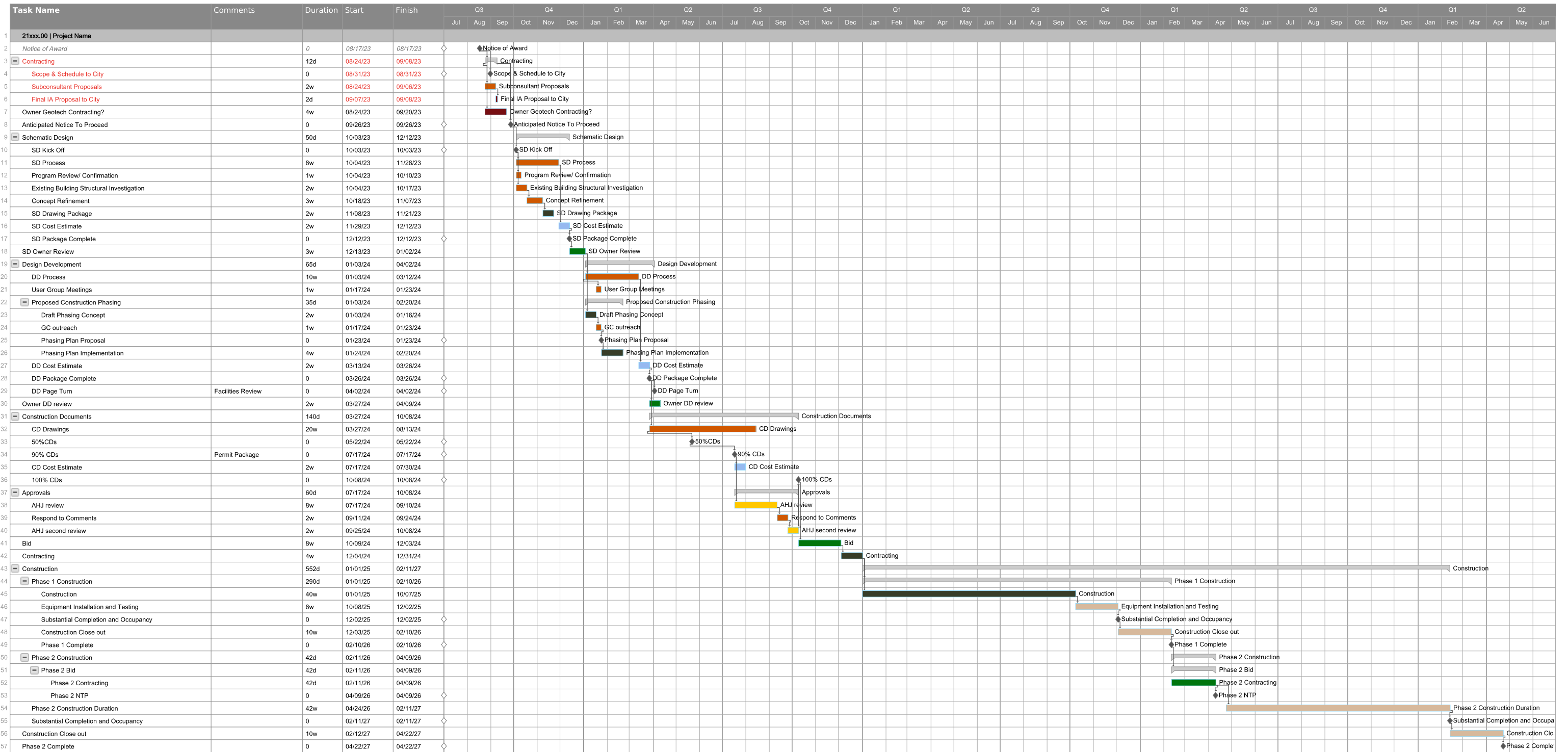
Hourly Rates

Compensation - Hourly Rates

Rates may be adjusted annually. The next adjustment will be July 1, 2024.

Hourly Rates are as follows:

Principal in Charge	\$ 250.00	Experiential Designer	\$ 160.00
Principal Designer	\$ 250.00	Sr. Interior Designer	\$ 165.00
Senior Designer	\$ 220.00	Interior Designer	\$ 135.00
Sr. Project Manager	\$ 200.00	Sr. Administration	\$ 125.00
Project Manager	\$ 175.00	Administration	\$ 110.00
Sr. Project Architect	\$ 165.00	Engineer of Record	\$ 250.00
Project Architect	\$ 145.00	Structural Engineer	\$ 200.00
Design Professional	\$ 110.00	Professional Engineer	\$ 175.00
Specifications Writer	\$ 145.00	EIT /Structural Drafter	\$ 135.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

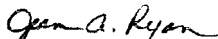
PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Please See Below PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Casualty & Surety Co. of Amer</td> <td>31194</td> </tr> <tr> <td>INSURER B :</td> <td></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 Casualty & Surety Co. of Amer	31194	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Integrus Architecture, P.S. 10 South Cedar St. Spokane, WA 99204														

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Incl. Pollution)		X	107416631	05/30/2023	05/30/2024	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project # 22257.00 Spokane Water Department Administration Building.

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Boulevard Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2023

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.

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.

PRODUCER: Hub International Northwest LLC, Spokane, WA 99220. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE: Sentinel Insurance Company, Ltd. NAIC #: 11000. INSURED: Integrus Architecture P S, A Washington Corporation, Spokane, WA 99210.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Project #22257.00, Spokane Water Department Phase 1 Administration Building. City of Spokane is included as an additional insured, Coverage is Primary and non-contributory, and Waiver of Subrogation applies per the attached forms/endorsements.

CERTIFICATE HOLDER: City of Spokane, 808 W. Spokane Falls Blvd. Spokane, WA 99201. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8)** Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9)** Any:
 - (a)** Body piercing (not including ear piercing);
 - (b)** Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c)** Similar services;
- (10)** Services in the practice of pharmacy; and
- (11)** Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

- (1)** Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3)** Property loaned to you;
- (4)** Personal property in the care, custody or control of the insured;
- (5)** That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6)** That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1)** A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2)** A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or
 - (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
 13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
 15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
25. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

1. The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".
2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".
5. The provisions of Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.



License Information:

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

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: [Professional Service Corporation](#)

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Mailing address: 10 S CEDAR ST
SPOKANE WA 99201-6823

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
Architect Firm			View Architects	On Hold	Jun-30-2024	Sep-02-2011
Minor Work Permit				Active	Jun-30-2024	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2024	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2024	Oct-15-2012



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

Governing people	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	
CARTER, BRIAN	
CLARK, STEVEN	
DANIEL, THERESA	
DONNELLY, PATRICK	
GRAPER, ROBERT	
HONG, JEN-YUAN	
LARSEN, KANDIS	
NEIGER, STEVE	
POTRATZ, PRESTON	
ROBBINS, THOMAS	
SACHS, LORETTA	
SANDERSON, JESSICA	

Registered Trade Names

Registered trade names	Status	First issued
INTEGRUS ARCHITECTURE, P.S.	Active	Apr-17-1991
WMFL	Active	Oct-01-1986
YGH ARCHITECTURE	Active	Jul-19-2022

[View Additional Locations](#)



The Business Lookup information is updated nightly. Search date and time: 11/10/2023 9:23:48 AM

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Agenda Sheet for City Council Meeting of:

11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	OPR 2023-1225
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5945-23
Requisition #	

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 FACILITIES COMMUNITY CENTER FACILITY ASSESSMENT

Agenda Wording

The Facilities Department in partnership with CHHS and Purchasing has completed the scoping procurement and contract development for completion of detailed facility inventories & assessments for each of the three community centers.

Summary (Background)

The work will complete inventories and assessments of the building envelopes, critical HVAC systems and other mechanical equipment, the structural elements of the building such as foundation, walls and roof. This data will allow for the development of capital planning documents for each facility, providing the Facilities Department the necessary information to assist each community center in the development of their plans for completing required work, developing preventative maintenance, etc.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 74,064.00

Select \$

Select \$

Select \$

Budget Account

0350-57450-75500-54201-99999

#

#

#

Approvals

Dept Head	TEAL, JEFFREY
Division Director	WALLACE, TONYA
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	11/27/2023
Council Sponsor	Stratton/Kinnear

Distribution List

Additional Approvals

Purchasing

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Community Center Facility Assessments – NE, WC, MLK
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	The Facilities Department in partnership with the CHHS and Purchasing Departments has completed the scoping, procurement, and contract development for completion of detailed facility inventories & assessments for each of the 3 community centers. This work will complete inventories and assessments of the building envelopes, critical HVAC systems and other mechanical equipment, as well as the structural elements of the building such as foundation, walls, and roof. This data will allow for the rapid development of updated itemized capital planning documents for each facility, providing the Facilities Department the information needed to assist each community center in the development of their tactical plans for completing the required work, developing preventative maintenance schedules, etc.
Proposed Council Action	Contract approval
Fiscal Impact Total Expense: \$85,000	<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Varies</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	Each of the Community Centers provides support for a variety of excluded communities, continuing to support the community centers allows for continued investments in these 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?

Each of the Community Centers provides a wide variety of programs and assistance to the various disparate communities in Spokane, they provided reporting and data related to effectiveness and efficiency back to their various funding sources as part of their ongoing process.

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

Each of the Community Centers provides a wide variety of programs and assistance to the various disparate communities in Spokane, they provided reporting and data related to effectiveness and efficiency back to their various funding sources as part of their ongoing process.

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?

Each of the Community Centers provides support for a variety of excluded communities, continuing to support the community centers allows for continued investments in these communities. This directly supports the Comprehensive Plan along with a multitude of City resolutions, policies, plans.



CITY OF SPOKANE
CONSULTANT AGREEMENT
Title: FACILITY SYSTEM AND STRUCTURE
CONDITION ASSESSMENTS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **BUREAU VERITAS TECHNICAL ASSESSMENTS LLC**, whose address is 6041 University Boulevard, Suite 200, Elliott City, Maryland 21043, as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for Consultant to provide facility system and structure condition assessments including surveys and reports for the Northeast and West Central Community Centers; and

WHEREAS, the Consultant was selected from a Request for Qualifications No. 5945-23.

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 November 1, 2023, and ends on October 31, 2024, 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 Consultant’s Proposal Number 164793.23P, dated October 25, 2023, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **SEVENTY-FOUR THOUSAND SIXTY-FOUR AND NO/100 DOLLARS (\$74,064.00)**, plus applicable sales 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 Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **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.
- K. **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 <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant does

not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in 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 sixty (60) 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 sixty (60) 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.

**BUREAU VERITAS TECHNICAL
ASSESSMENTS LLC**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

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



**BUREAU
VERITAS**

November 10, 2023

Via Email: DSteele@spokanecity.org; JTeal@spokanecity.org

Mr. David Steele, Project Manager
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

RE: REVISED - West Central Community Center and Northeast Community Center, Spokane, WA
Proposal No: 164793.23P

Dear Mr. Steele:

We are pleased to provide the City of Spokane (hereinafter referred to as “Client”) with the following proposal. If accepted, Bureau Veritas Technical Assessments LLC (hereinafter referred to as “BVTA”) will perform the services listed below (collectively, the “Services”) meeting the specifications hereafter described.

Property(ies)

West Central Community Center
1603 N Belt St
Spokane, WA 99205

Northeast Community Center
4001 N Cook St
Spokane, WA 99207

MLK Center (East Central
Community)
500 S Stone St
Spokane, WA 99202

Proposed Services & Fees

Service(s)	Lump Sum Fee(s) USD
Facility Condition Assessment	\$10,055.00
Option – Asset & Equipment Inventory (for CMMS)	\$3,295.00
Option – Data Migration to CMMS**	\$580.00
Option - Barcoding Affixation	\$1,310.00
Option - Barcode labels (1000 ct.)	\$924.00
Option – ADA/Accessibility Survey	\$8,400.00
Option – Floorplans (includes roof & electrical plans)	\$42,000.00
Option – Additional Consulting services (hourly rate/NTE)	\$7,500.00
TOTAL with OPTIONS	\$74,064.00
Option – AssetCalc Annual Renewal (After year 1)	\$1,500.00 per year

**Does not include any fees charged by CMMS provider

All fees referred to in this document are expressed in US Dollars. The proposed fees are limited to the specific Services described in this Proposal, performed according to the requirements of the corresponding ASTM standard practices, or Client-specified Protocols.

Deliverables

The quoted price includes the delivery of:

# of	Report Type	Method of Delivery
3 each	Draft and Final	Email Full Report (PDF)

Unless otherwise specified, BVTA will submit all reports in Final format. Timing for completion of any requested post-delivery modifications to the report will be determined at the time of the request.

If different deliverables are required, please indicate the quantity, type and method of delivery on the Project Authorization page of this proposal.

Timing

BVTA's report(s) will be delivered within 45 full business/working days after receipt and approval of the signed proposal document. After engagement, a call will be placed to the designated onsite Point of Contact (POC) provided by the Client in order to schedule the site visit(s), where applicable. The Client acknowledges that the Point of Contact provided shall be deemed an agent of the Client for the purposes of providing access and conveying information pertaining to the Site.

Projects Placed on Hold or Canceled

Should the Client place the awarded project on hold or cancel the engagement after contract execution, the Client agrees to pay project-specific costs incurred by BVTA, such as administrative processing, regulatory database searches and non-recoverable travel fees, as well as a percentage of the project fee, depending upon the time the project is placed on hold or cancelled. Please note that BVTA invoices canceled jobs at the time of cancellation. Jobs on hold will be automatically invoiced 30 days from the date of the hold request. Requests to cancel or place projects on or off hold must be received by BVTA in writing (email acceptable) from the Client. Invoices billed as a result of projects being placed on hold or canceled are fully collectible.

Payment Details

An invoice for payment will be submitted with the initial report deliverable(s) and will be payable within 30 days or upon the closing of the transaction, whichever comes first. Upon receipt of the initial report deliverable(s); the invoice is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact your BVTA administrator to pay via credit card or to receive wiring instructions. BVTA recommends payment by credit card for amounts less than \$1000. **Please ensure that Proposal # 164793.23P or invoice number is clearly identified on all payments and correspondence for proper credit.**

Documents to be Furnished by Client

In order to facilitate a cursory review of pre-existing documents for each Project, BVTA asks to be furnished with electronic or printed copies of available site information. Such documents may include:

FCA Services:

- Inspection Reports (sewer, boiler, chiller, etc)
- Prior Engineering Reports (CNA, PNA, PCA, etc.)
- Prior Master Plans / Facility Master Plans
- Capital Expenditure Schedules (prior or planned)
- Rehabilitation budget & scope (draft or final)
- Accessibility Transition Plans/Self Evaluations
- Building Systems Maintenance Records
- Owner Elected Repair list (if available)
- Original Building Plans (can be viewed on-site)
- Fire Protection/Life Safety Plans
- Site Plan/Floor Plans

Note: Documents to be reviewed should be provided to BVTA within five (5) business days and not less than one (1) day prior to the onsite. In the event that documents can only be made available at the Site, BVTA will perform a cursory review during the site visit as time permits. If documents are received after the site visit date, or if the volume of documentation is determined by BVTA to be excessive, then the Project may be subject to additional review fees at the rate of \$190.00 per hour. Any additional review fees will be mutually agreed upon by BVTA and the Client at the time of review request and will be authorized using a Change Order.

Terms & Conditions

BVTA will perform its Services subject to the attached "Terms & Conditions", which are incorporated by reference and made a part of this Proposal. Please indicate your acceptance of this Proposal by signing the attached "Project Authorization" page where indicated and return it to BVTA. Please feel free to contact me at (800) 733-0660 x7297936 or Leilani.York@bureauveritas.com should you have any questions. BVTA welcomes the opportunity to be of service.

Sincerely,

Bureau Veritas Technical Assessments LLC



Leilani York, Associate Vice President

Attachments: *Description of Services; Terms & Conditions; Project Authorization*

Description of Services

Facility Condition Assessment

Project Understanding

Bureau Veritas (BV) understands that the Facility Condition Assessment (FCA) for the City of Spokane will:

- Include a comprehensive assessment of all sites, buildings, building systems, layout and infrastructure.
- The FCA will follow the ASTM E2018-15 Standard Guide for Property Condition Assessments as applicable.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.

Property Information – The County has requested the abovementioned services for:

- Five (5) public building facilities/ Two (2) sites totaling ~100,500 square feet.

We understand that a key factor to performing Facility Condition Assessments is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues, which can range from deferred maintenance, or premature replacement of building systems that can prove costly.

BV's Project Approach has been developed to address your specific requirements. BV has demonstrated experience in the assessment of various types of facilities representative to your portfolio and understands the special implementation, sensitivities, management, and communication associated with each.

Data Gathering and Interview

Our project plan details three distinct phases of the project. During each phase, we will require coordination and support from facility management.

Data Gathering Phase – During this phase, we will need the support of staff who can provide us access to drawings and records. The following is a typical list of exhibits requested.

- Inspection Reports (sewer, boiler, chiller, etc.)
- Building Systems Maintenance Records
- Owner Elected Repair list (if available)
- Original Building Plans (can be viewed on-site)
- Capital Expenditure Schedules (prior or planned)
- Fire Protection / Life Safety Plans
- Rehabilitation Budget and Scope (draft or final)
- Certificates of Occupancy / Facility License
- Prior Assessments
- Site Plan / Floor Plans
- Accessibility Transition Plans / Studies
- CMMS / IWMS Data Set
- Gravel Pit review – Prior Geological reports

In addition to the drawings and records, we will supply a pre-survey questionnaire for each facility or site. Our expectation is that someone with knowledge of maintenance and operations of the facility will complete this survey and be prepared to discuss it with us while on-site

Site Phase – During the site phase, we will need support in the form of escorts while in the facilities to help us access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

Report Review Stage – During the reports review stage – we will provide a complete draft deliverable for each building/site.

Client Coordination

Project Directory: BV will become familiar with Client’s existing property list and contact directory for each location. We will contact or interview the facilities contacts as part of our process to determine current use requirements and priority of properties based on agency goals.

Facility Access: Working with Client we will develop procedures to gain access to each facility. Our visits will be coordinated and pre-approved by Client prior to the visit. We will work with Client to establish a protocol that will ensure that our activities will have minimal disruption to the operation of each facility and will maintain a safe work environment.

Team Composition

The project will be managed by a Program Manager who will be your single point of contact. Reporting to the Program Manager will be several Project Managers who are architectural and engineering subject matter experts (SME) in the evaluation of building systems and generating the reports. We evaluate the building portfolio to determine which team members will be assigned to particular sites. Larger or more complex sites may have both an architect and an engineering SME. Smaller or simpler buildings will have a single SME field assessor that understands all building systems.

Assessment Team

BV has several support staff that assist with the report and data development which include:

- Environmental Professional to assist with the fuel distribution facilities
- Asset Management Team Leader who manages and configures the cost estimating database
- Technical Report Reviewers who review reports for accuracy and consistency
- Quality Assurance Manager for oversight of quality controls
- IT Manager who assists with data development and export

The Assessment Team will observe, measure, record, and describe the deficiencies observed through the process; interview staff; and formulate recommendations to remedy the deficiencies. They will coordinate the logistics and document collection for each assessment, as well as develop the assessment reports.

Technical Approach

Prior to assessments beginning, BV will conduct a **Kickoff** session to review requirements and to consolidate exhibits such as drawings and prior completed reports.

During the term of the project, BV will conduct regular **Progress Meetings** to maintain open communication with the entire project team and Client. In these meetings, BV will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. BV will provide Client with a written status report that tracks and monitors the progress of the assessments against the schedule submitted.

BV has allocated the following meetings: Kick Off Meeting and a Final Findings Presentation meeting. Any additional in-person meetings will be on a time and expense basis.

Field Assessments

The assessment team will conduct a walk-through survey of the facility and site to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies.

- As a part of the walk-through survey, the assessment team will survey 100% of each facility. BV will survey the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and other areas as applicable.
- The assessment team will interview the building maintenance staff about the subject property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements.
- The assessment team will develop opinions based on their site assessment, interviews with Client's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated. The assessment team may also question others who are knowledgeable of the subject property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.
- The assessment team will review documents and information provided by Client's maintenance staff that could also aid the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

The facility condition assessment will focus on the following facility and site systems and components:

Site + Infrastructure

- **Topography:** Observe the general topography and note any unusual or problematic features or conditions observed or reported.
- **Paving, Curbing, and Parking:** Identify the material types of paving and curbing systems at the subject property.
- **Flatwork:** Identify the material flatwork at the subject property (sidewalks, plazas, patios, etc.).
- **Landscaping and Appurtenances:** Identify the material landscaping features, material types of landscaping (fences, retaining walls, etc.), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds, etc.).
- **Utilities:** Identify the type of the material utilities provided to the property (water, electricity, natural gas, etc.). We will assess condition, physical deficiencies, life cycle repair, capacity, and replacement issues.

Structural Frame + Building Envelope

- Identify the material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visual inspection of observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).

Wall Evaluation

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware, and to visually inspect exterior conditions and the condition of waterproofing seals.
- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

Curtain Wall – As Required

- Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; this may include observations from internal and external vantage points, as well as from adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Review provided drawings and records of repair, replacement, and maintenance of framing and glazing

Roofing (Non-Invasive Visual)

- Identify the material roof systems including roof type, reported age, slope, drainage, etc. Also identify any unusual roofing conditions or rooftop equipment.
- Observe the general conditions of the roof system such as membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation, etc.
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or any unusual items observed or reported.
- Identify the material rooftop equipment or accessories including antennas, lightning protection, HVAC equipment, solar equipment, etc. Include any material problems reported.
- BV understands that the Client will provide OSHA compliant ladders or scaffolding (depending on roof type) so that the Project Manager may safely access roof areas. If requested, BV can provide a quote for ladder access as needed. Observations will be limited to readily accessible areas.

Plumbing

- Identify the material plumbing systems at the subject property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify the type and condition of restroom fixtures, drinking fountains and/or other miscellaneous plumbing equipment.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Include any reported material system inadequacies.

Heating

- Identify the material heat generating systems at the subject property.
- Observe the general conditions, identify the reported age of the equipment, note past material component replacements/ upgrades, note the apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Identify and observe any special or unusual heating systems or equipment present (such as fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

Air-Conditioning+ Ventilation

- Identify the material air-conditioning and ventilation systems at the subject property. Include material equipment such as cooling towers, chillers (include type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify the material distribution systems (supply and return, make-up air, exhaust, etc.) at the subject property.
- Observe the general conditions, identify the reported age of the equipment, note past material component upgrades/ replacements, note the apparent level of maintenance, and identify if a maintenance contract is in place (and the name of the contractor). If air-conditioning and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

Electrical

- Identify the electrical service provided and distribution system at the subject property. Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items such as distribution panels, type of wiring, energy management systems, emergency power, lightning protection, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Also note the presence of any special or unusual electrical equipment, systems, or devices at the subject property, and include reported material problems or system inadequacies.

Life Safety + Fire Protection

- Identify the material life safety/fire protection systems at the subject property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- Observe the general conditions and note any material physical deficiencies identified or any unusual items or conditions observed or reported including any reported system inadequacies.

Elevators + Vertical Transportation

- Identify the vertical transportation systems at the subject property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.
- Identify the company that provides elevator/ escalator maintenance at the subject property. Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported including any reported material system inadequacies.
- Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc. Entering elevator/escalator pits or shafts.

Security Systems / Telcom / IT

- Identify the low voltage systems the subject property including security, access control, and IT functions (in the support of IP-based security systems).
- Observe general security systems such as motion detectors, card key access, alarms, and CCTVs.
- Observe extent and availability of wireless communications (WiFi, etc.), hardwiring, room connectivity, and public address systems.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed.

Technology Readiness Evaluation - Security / Internet / IT / Power

- Identify the low voltage systems the subject property including security, access control, and IT functions (in the support of IP-based security systems).
- Observe general security systems such as motion detectors, card key access, alarms, and CCTVs.
- Observe extent and availability of wireless communications (WiFi, etc), hardwiring, room connectivity, and public address systems.
- Observe the general conditions, power levels, and note any physical deficiencies identified or any unusual items or conditions observed.

Interior Elements

- Identify offices, special use areas and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. Additionally, BV will identify material building amenities or special features.

- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported.

Food Service Spaces and Equipment

- Assess all Food Service equipment and spaces including kitchen, cafeteria, and dining and serving areas. Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.

Special Systems and Equipment

- Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.

Limited Accessibility Compliance

- Provide a general statement of the subject building's likely compliance to the Americans with Disabilities Act to help identify whether Client may be exposed to issues and whether there is the need for further review.

Suspected Fungal Growth

- BV will perform a limited assessment of accessible areas for suspected fungal growth.
- If we discover the presence of mold, conditions conducive to mold growth, and/or evidence of moisture, elevated relative humidity, water intrusion, and mildew-like odors – the affected areas will be photographed and recommendations for any additional moisture intrusion studies will be made.

Environmental Features

- BV will review environmental features of the property, to include appearance, cleanliness, acoustics, ventilation, and humidity.

Lead-based Paint

- A review of existing testing data and other documentation regarding lead-based paint that is available onsite is included in the cost of the Facilities Condition Assessment. BV will evaluate physical condition and will develop cost estimates for remediation of paint necessitated by pending renovations.
- BV has the capability to provide a licensed lead-based paint inspector to conduct testing using an x-ray fluorescence analyzer at the Project as an additional service. The instrument is completely non-destructive and yields instantaneous results.

Asbestos

- A review of existing testing data and other documentation regarding asbestos that is available onsite is included in the cost of the Facilities Condition Assessment. BV will evaluate physical condition and will develop cost estimates for remediation of asbestos likely to be disturbed by renovations.
- If asbestos testing is requested, BV will provide a licensed asbestos inspector to collect samples of suspect asbestos-containing materials at the Project as an additional service. Scope of this sampling will be determined after review of existing data, costs will be based on daily rate plus the cost of analysis.

Energy Conservation Analysis – unless required by the RFP I suggest removing the first bullet point as we have trouble with that scope unless we are completing a full energy audit.

- As part of the analysis of all evaluated systems mentioned above, BV will consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.
- BV can provide as additional services an Energy Audit (ASHRAE Level I, II, or III) or Benchmarking (EnergyStar) services.

Ranking and Classification

Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; BV will render our opinion as to when a system or component will most probably necessitate replacement.

Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

Condition Ranking of Building Systems / Equipment

BV can rate the condition of each facility building system or component with this or another Client-specified five-point scale:

5	Excellent	No visible defects, new or near new condition, may still be under warranty if applicable
4	Good	Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
3	Adequate	Moderately deteriorated or defective, but has not exceeded useful life
2	Marginal	Defective or deteriorated in need of replacement; exceeded useful life
1	Poor	Critically damaged or in need of immediate repair; well past useful life

BV can also include alternative categories to rank and weight priorities as required by the Client, such as functional deficiencies, aesthetics, time-based urgencies, and other mission critical factors.

Priority Classes

The analysis will include all cost observations be ranked by Priority Classes. **The five classes below are typical but can be altered to meet your specifications and needs:**

Priority 1: Currently Critical (Immediate): Requiring immediate action including a cited safety hazard and areas of accelerated deterioration, returning a building component to normal operation.

Priority 2: Potentially Critical (Year 1): Requiring action in the next year including components experiencing intermittent operations, potential life safety issues, and rapid deterioration, returning a building component to normal operation.

Priority 3: Necessary – Not Yet Critical (Years 2-3): Requiring appropriate attention to preclude predictable deterioration, potential downtime, additional damage, and higher costs to remediation if deferred further.

Priority 4: Recommended (Years 4-10, 15, 20): Representing a sensible improvement to the existing conditions (not required for the most basic function of the facility; however, will improve overall usability and/or reduce long-term maintenance costs).

Priority 5: Does Not Meet Current Code but “Grandfathered”: No Action required at this time but should substantial work be undertaken correction would be required.

Uniformat Categories

The deficiencies observed will be classified into categories such as those below using the Uniformat System (Level 4):

- A10 Foundations
- A20 Basement Construction
- B10 Superstructure
- B20 Exterior Enclosure
- B30 Roofing

- C10 Interior Construction
- C20 Stair
- C30 Interior Finishes
- D10 Conveying
- D20 Plumbing
- D30 HVAC
- D40 Fire Protection
- D50 Electrical
- E10 Equipment
- E20 Furnishings
- F10 Special Construction
- F20 Selective Building Demolition

Cost Estimating

BV's cost estimating database is comprised of RS Means data and further customized with proprietary cost tables developed by BV, based on historical and localized actual costs. BV maintains and updates our Uniforum-based cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is typically more current than RS Means' models.

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report will provide options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may at Client's option, also include project management costs, construction fees, and design fees. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects. After determining these costs, we will confirm these costs with your staff.

Report Deliverables

BV will provide a report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and will include digital photos of major systems and components and of all deficiencies identified. Reports will include current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, by system, or by priority for repair, and a year-by-year analysis of capital needs.

Facility Condition Index

A Facility Condition Index will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The Facility Condition Index will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

Deficiency Categories / Plan Types

Each deficiency identified in the Assessment shall be classified in the following manner (or other Client defined categories):

Category 1- Scheduled Maintenance: Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.

Category 2 - Deferred Maintenance: Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

Category 3 - Capital Renewal: Planned replacement of building systems that have reached the end of their useful life.

Category 4 - Energy and Sustainability: When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

Category 5 - Security: When a system requires replacement due to a security risk or requirement.

Group Building Condition Report:

This report format is for sites with multiple buildings. An overall report will represent the multiple building site, with individual building assessments contained within. In addition to the hardcopy 'campus' report, the data collection/capital planning software allows individual building data reports to be generated.

Sustainability Efforts – Digital Reports

BV regularly takes measures to minimize impacts to the environment in the delivery of services. In lieu of printing reports and meeting minutes, BV makes an effort to be stewards of the environment by using digital distribution for materials. When appropriate, we suggest that in-person meetings be done by teleconference or video conference – in order to reduce our carbon footprint.

Assessment Software: AssetCALC™

BV will utilize AssetCALC™ as its platform for all data collected on this project. AssetCALC™ is a cloud platform developed, licensed, maintained, and supported solely by BV for our clients. **The use of this software is at your option and there are no licensing fees for this software for one (1) year.**

AssetCALC™ is a web-based SQL database platform that enables users to:

- query, edit, and analyze their facility condition data
- plan immediate and short-term repairs
- budget capital expenditures throughout the life-cycle of a building or an entire portfolio

The system unites BV's experienced field data collection methods with advanced planning and reporting tools, construction cost libraries, location mapping (GIS) features, digital photo management, and document storage.

Data Development

AssetCALC™ includes a configurable facility hierarchy and asset data architecture - this will include all of your assets grouped based on site location, asset group, and function.

Data can be exported to an Excel, XML, or an ODBC database format compatible for upload into your CMMS, EAM, IWMS, or work-order systems.

Features Include:

Facility Condition Assessment access:

- Component/system descriptions
- Locations
- Conditions and EUL/RUL
- Repair and replace recommendations
- Digital photos

Search and Sorting Functionality

Prioritization of maintenance projects

UniFormat 2010 Cost Database

Project Budgets and Capital Plans
Unlimited concurrent user licensing
Secure IT platform and back-ups
Client is the owner of data collected and residing in the database
Online User Training and Documentation

Reporting:

AssetCALC™ includes more than a dozen standard options for data summaries and reports:

Facility Condition Index (FCI) Calculation Reporting
Rank and Prioritize Capital Improvement Projects
Deferred Maintenance Backlog
Facility Queries (by building, priority, system, or dollar deficiency amount)
Capital Budget Planning
Year-by-Year Capital Needs Analysis
5, 10, or 20-Year Replacement Reserve Reports
Custom 3rd party form automation available

Screen Shots

Actual screen shots of BV's AssetCALC™ Database and a live demo are available upon request.

Proposed Billing Schedule of Values

BV will submit a monthly invoice inclusive of all services performed during that period. The per site fee will be established per the schedule of values provided at the program kick-off and invoiced at the billing milestones stated below. Invoices will be payable within 30 days of receipt.

Completion of on-site assessments:	50% of per site fee
Delivery of draft reports:	45% of per site fee
Delivery of final reports:	5% of per site fee

Upon receipt of each monthly invoice, the amount due per billing milestone is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments, LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact BV-Invoicing@BVNA.com to pay by credit card or to receive wiring instructions. Please ensure that BV Proposal #161750.23P or invoice number is clearly identified on all payments and correspondence for proper credit.

Please submit all draft comments to BV within 30 days of draft delivery. Unless otherwise communicated, BV will consider all drafts approved for finalization after 30 days and the remaining balance due will be invoiced.

OPTION: Equipment and Asset Inventory

During the assessment, each field team will be responsible for collection and storing the inventory and condition assessment data in an electronic format that is readily transferable to a standardized CMMS/IWMS system.

BV will collect information on the major pieces of facility equipment. Specifically, the data collection will focus on the following components:

- HVAC (level of detail for which Preventive Maintenance would be performed)
 - Heating System
 - Identify boilers, furnaces, unit heaters and major labeled equipment
 - Ventilation System
 - Identify the major labeled equipment; exhaust hoods, fans
 - Air Conditioning System
 - Identify the material air-conditioning components, including cooling towers,

compressors, chillers, package units, roof top units, split systems and major labeled equipment. Excluded are window units, terminal units, VAV boxes, and thermostatic controls

- Electrical
 - Major panels only-for identification to track maintenance
 - Transformers
 - Switchgear
- Equipment
 - Building Automation System
- Plumbing
 - Pumps external to HVAC systems
 - Domestic Hot Water heaters over 80 gallons
 - Other major labeled equipment
- Commercial Kitchen- major equipment (above approximately \$2000 value)
 - Walk-in freezer and refrigerator equipment
 - Ovens, stoves, broilers, grills
 - Ice makers and ice bins
 - Reach-in refrigerators and freezers
 - Dishwashers
 - Fryers
- Vertical Transportation
- Life Safety/Security
 - High Level (system level) only-for identification to track maintenance
 - Alarm Panels
 - Emergency generators
 - Exhaust hood fire suppression

Where appropriate, the following data will be collected for each component:

- Location data by building, floor, room
- Model
- Serial Number
- Manufacturer
- Manufactured Date
- Capacities
- Date placed in service (provided by Client)
- Inventory tag number (barcoded tag directly attached to the component, or to an attached tag)
- Voltage durable barcode or QR code tag to be attached to each piece of equipment.

OPTION: Barcoding / QR Coding

For the above referenced equipment, BV will apply a durable barcode / QR code with a unique number for use as an identifier in the CMMS system. We will use a vinyl tag for indoor applications, and a durable foil tag for outdoor use. Barcode / QR code numbers will be recorded in the database and all future work orders etc., and can be tied back in to a single piece of equipment or system. The cost of Barcoding / QR coding will add 1.5 cents per square foot to the project.

OPTION: Integration with CMMS/IWMS

BV will be delivering to Client a live asset management plan that can be maintained and kept up-to-date by staff. BV will provide training to staff on maintaining the on-going monitoring program to track facilities, work performed, re-prioritization of maintenance projects, and how to update this information in the database.

The data from the FCA can be exported for data migration to most CMMS/IWMS systems. BV can export the data from our data collection tool to a compatible format (Excel Spreadsheet, Access Database, or SQL format) to be used by the Client's IT department for future integration. Once your CMMS provides us with their field maps – we can match their data fields and provide a data file for manual upload by your CMMS into their system. BV has created several custom APIs to transfer our data directly into some third party systems.

OPTION: ADA Title II Accessibility

An assessor will visit the property to observe the exterior areas, interior common areas, and employee only areas to assess the existing property improvements' compliance with the Americans with Disabilities Act and its implementing regulations for Title II entities (28 C.F.R Part 35), the 2010 ADA Standards for Accessible Design, and applicable state and local accessibility codes. BV will then produce a report which identifies the facility's compliance with accessibility requirements and identifies specific barriers, with resolutions for barrier removal, and corresponding preliminary order of magnitude cost estimates.

The assessor will conduct a review of the facility's exterior areas, interior common areas, and employee only areas to observe and identify representative barriers to accessibility and formulate recommendations to remedy the physical barriers. When applicable, as part of the review the assessor will meet with a property representative with specific knowledge of the facility to gain an understanding of overall features, public use patterns, and relevant historical data. All landlord controlled features of the property which will be subject to observation, will include, but not be limited to, parking lots, sidewalks, ramps, curb ramps, stairs, and restrooms. All exterior elements and elements within the interior areas, which are subject to accessibility regulation, will be observed.

The ADA encompasses employee only areas in addition to public spaces. Under Title I of the ADA, employee work areas, as well as employee only corridors, restrooms, break rooms, and kitchens/kitchenettes are covered under the ADA.

Observation Process

The assessor will first review documents and information provided by the municipal representative that could supplement the consultant's knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying barriers to accessibility.

During the site walk through, the assessor will follow a Survey Form that meets or exceeds the current ASTM format. The assessor will utilize a digital level, measuring tape, door pressure gauge, and GPS-enabled digital camera. The field observer will identify and prioritize any existing improvements not in accordance with the applicable ADA requirements in the order of preference, as set out by BV or per the preferences of Client, as indicated. Typical priorities are as follows:

- Physical access to the property
- Access to areas of public accommodation
- Removal of remaining barriers

The assessor will assess exterior common areas and interior areas to identify existing conditions that are not in accordance with the applicable accessibility codes, including the elements specified below (if applicable, where landlord is responsible for observed elements):

- Van and car accessible parking
- Passenger loading zones
- Accessible routes
- Curb ramps
- Ramps
- Protruding objects
- Building unit entrance exteriors
- Building entrance and exits to common areas

- Interior accessible routes
- Exterior and interior stairs which are part of the means of egress
- Elevators and platform lifts (wheelchair lifts)
- Entrances and exits to common areas
- Handrails and grab bars
- Space allowance and reach ranges
- Restrooms
- Kitchenettes
- Break rooms
- Alarms (visual and audible) and warnings
- Signage
- Public telephones
- Switches and outlets

Accessibility Survey Content

BV will deliver an electronic (PDF) report. The report will utilize survey content which has been entered into an AssetCalc database, including the following information:

- Summary of Findings for all primary regulated elements observed, such as parking, accessible routes, entrances, elevators, and corridors
- Individually recorded barriers
- Applicable ADA regulatory guideline references for each barrier
- Recommendations for viable corrective measures necessary to comply with applicable regulations
- Preliminary order of magnitude cost estimates for each observed barrier

ADA Survey Limitations

BV's order of magnitude cost estimates for each individual barrier removal are limited planning level cost estimates based on industry standards, and should not be construed as construction estimates. Costs will be estimated using R.S. Means, Marshall & Swift, or similar industry cost indices, and BV's experience with past costs for similar properties, without the benefit of site-specific engineering/design or contractor estimates. An additional estimating effort will be required to define the actual cost of corrective actions to eliminate accessibility barriers. Planning level estimates are not based on, and will not include, detailed specifications or architectural/engineering drawings. If requested, BV can provide a proposal for subsequent Transition Planning and Construction Project Management services.

OPTION: Floorplans (including roof and electrical plans)

Scope

Pricing assumes both sites can be scheduled on the same trip.

Roof access will need to be provided by the client.

Roof Plan Includes:

- Building Footprint(s)
- Eaves, Valleys, Hips, & Ridges

- Parapet Walls & Bracing
- Chimneys
- Fixed Equipment
- Skylights
- Drains
- Pitch/Slope Information

Electrical Plan Includes the following items on wall and floor (ceiling items excluded):

- Outlets & Switches
- Data, Phone, Cable Jacks
- Thermostat
- Electrical Panels & Meters
- Light Fixtures
- Speakers
- Security Systems
- Fire Safety Items

Inclusions/Exclusions:

Square foot calculations are not provided unless a Lease Plan is included in the scope of work.

Photos are taken by the technicians throughout their measuring process. These photos are strictly to help the CAD technicians view architectural conditions. They are for office use only.

All exterior spaces connected to the subject building i.e., decks, exterior stairs, loading docks, etc. will be measured unless otherwise instructed. This does not include poured concrete patios.

This estimate does not include unfinished attics or crawlspaces.

If at any time, field staff encounters an unsafe building condition, they have the right to not proceed with measurement. The client will be notified immediately.

Deliverables:

Detailed survey of the property, accurate to 0.2%, measuring and locating all walls, doors, windows, stairwells, elevators, plumbing fixtures, built-in cabinetry and ventilation shafts. All measurements recorded with laser measuring equipment using our custom floor plan software or 3D scanners, depending on scope of work and nature of building.

CAD drawing files AutoCAD format (Standard is AutoCAD 2000) together with PDF graphic files. (NOTE: 1 model DWG + 1 standard 2-D As-Built Floor Plans sheet layout per floor).

SCALE: Plans will be set to a graphic scale (not architectural) that fits best on an 8.5"x11", 11"x17" or 24"x36" paper size. Specific scales must be requested prior to the appointment. If rescaling is requested after the plans have been produced, a fee will be incurred. If you are working with an architect, we recommend you consult with them regarding specific scale requests prior to the scheduling of the measurement.

All dimensions are rounded to the nearest inch.

OPTION: AssetCalc Renewal (\$1,500.00 per year after year one)

AssetCALC Database

- As needed technical support.
- The contract time will reflect the one or five year option that is chosen by the client.

AssetCALC™ houses all data collected during the City of Redmond Assessments. AssetCALC™ is a cloud platform developed, licensed, maintained, and supported by Bureau Veritas for the City of Redmond.

AssetCALC™ is a web-based SQL database platform that enables users to:

- query, edit, and analyze their facility condition data
- plan immediate and short-term repairs
- budget capital expenditures throughout the lifecycle of a building or an entire portfolio

The system unites Bureau Veritas's experienced field data collection methods with advanced planning and reporting tools, construction cost libraries, location mapping (GIS) features, digital photo management, and document storage.

Data Development

AssetCALC™ includes a configurable facility hierarchy and asset data architecture - this will include all of your assets grouped based on site location, asset group, and function.

Data can be exported to an Excel, XML, or an ODBC database format compatible for upload into your CMMS, EAM, or work-order systems.

Bureau Veritas can provide as needed technical support to the City of Spokane when requested.

Features Include:

- Facility Condition Assessment access:
 - Component/system descriptions
 - Locations
 - Conditions and EUL/RUL
 - Repair and replace recommendations
 - Digital photos
 - Search and Sorting Functionality
- Prioritization of maintenance projects
- UniFormat II Cost Database
- Project Budgets and Capital Plans
- Unlimited concurrent user licensing
- Secure IT platform and back-ups
- Client is the owner of data collected and residing in the database
- Online User Training and Documentation

Reporting

AssetCALC™ includes more than a dozen standard options for data summaries and reports:

- Facility Condition Index (FCI) Reports
- Rank and Prioritize Capital Improvement Projects
- Deferred Maintenance Backlog
- Facility Queries (by building, priority, system, or dollar deficiency amount)
- Capital Budget Planning
- Year-by-Year Capital Needs Analysis
- 5, 10, or 20-Year Replacement Reserve Reports
- Custom 3rd party form automation available

OPTION: Additional Consulting (Hourly Rate)

Bureau Veritas will provide additional consulting (NTE \$7,500.00) via the following hourly rates:

Team Role	Hourly Rate (\$)
Project Executive	\$190.00
Program Manager	\$140.00
Project Manager I (PE/RA)	\$120.00
Project Manager II (PE/RA)	\$130.00
Quality Control Manager	\$135.00
Technical Report Reviewer	\$115.00
Administrative	\$80.00

These fees are inclusive of all costs associated with travel, lodging, car rental, food, tools, equipment, and all other miscellaneous expenses applicable to the work related to this project.



Terms & Conditions

1. Billings, Payment and Credit. The Client shall pay Bureau Veritas Technical Assessments LLC for the Services performed in accordance with the prices set forth in the Proposal. All billings and payments will be in US dollars. Invoices shall be submitted in accordance with the Proposal. Payment of the Bureau Veritas Technical Assessments LLC invoices shall be the primary, absolute and non-contingent obligation of the Client, and shall not be conditioned upon the closing of a loan transaction or any other event. PAYMENT IS DUE WITHIN 30 DAYS OF THE DATE OF THE INVOICE OR UPON THE CLOSING OF THE TRANSACTION, WHICHEVER OCCURS FIRST. Upon receipt of the initial report deliverable(s), the invoice is fully collectible. If Bureau Veritas Technical Assessments LLC does not receive payment in full within thirty (30) calendar days of the date of the invoice, the account shall be deemed delinquent. Unpaid delinquent balances shall bear interest from the invoice date at one and one-half percent (1.5%) per month, or at the maximum lawful interest rate (whichever rate is less). If a delinquency occurs, Bureau Veritas Technical Assessments LLC may, at its option (and without relieving the Client from its payment obligation), revoke and disclaim the Client's right to rely on any report delivered pursuant to the Proposal, until payment in full is made.

The Client shall be liable to Bureau Veritas Technical Assessments LLC for all costs and expenses of collection, including reasonable attorney and paralegal fees, and court costs. Time is of the essence with respect to this provision. Bureau Veritas Technical Assessments LLC's non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude Bureau Veritas Technical Assessments LLC from the future exercise of such rights or remedies. If a third party is accepting a Proposal as agent for the Client, such third party represents and warrants to Bureau Veritas Technical Assessments LLC that it is duly authorized to bind the Client to the terms of the Proposal and guarantees payment for services.

2. Right of Entry: Force Majeure. The Client shall arrange for the right of entry to the subject property ("Site") by Bureau Veritas Technical Assessments LLC, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to perform the Services within the agreed scope of work. Bureau Veritas Technical Assessments LLC may require that an authorized knowledgeable representative of the owner be present at the Site as a condition to the performance of the Services and may require that site personnel operate major building systems and equipment at the time the Services are performed. Bureau Veritas Technical Assessments LLC's ability to comply with the schedule for performance described in the Proposal is contingent upon timely Site access. Bureau Veritas Technical Assessments LLC shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of Bureau Veritas Technical Assessments LLC, or events that could not have been reasonably foreseen and prevented.
3. Documents: Samples. All field notes, calculations, estimates and other documents, data or information prepared by or on behalf of Bureau Veritas Technical Assessments LLC in connection with the performance of its Service (collectively, "Documents"), shall remain the sole property of Bureau Veritas Technical Assessments LLC. All Documents prepared by Bureau Veritas Technical Assessments LLC for the Client with respect to any Site shall be used solely for the intended purposes described in the Proposal, and solely with respect to the subject Site. Unless otherwise agreed, Bureau Veritas Technical Assessments LLC shall retain all Documents for three (3) years following submission of Bureau Veritas Technical Assessments LLC's report to the Client. In its sole discretion and without prior notice to the Client, Bureau Veritas Technical Assessments LLC may dispose of all field samples within thirty (30) calendar days after submission of Bureau Veritas Technical Assessments LLC's report to the Client.
4. Matters Known to Client. The Client, itself or through the site owner, shall provide Bureau Veritas Technical Assessments LLC with any and all information known to the Client, or suspected by the Client, which pertains to: (a) the existence or possible existence at, on, under or in the vicinity of the Site, of any hazardous materials, pollutants, lead-based paint, radon or asbestos; (b) any conditions at, on, under or in the vicinity of the Site, which might represent a potential safety hazard or danger to human health or the environment; (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws, or court or administrative order or decrees; (d) known or suspected deficiencies or adverse conditions associated with structures or other physical improvements on Site; or (e) modifications or changes from the original plans and specifications of Site improvements which could affect the recommendations or conclusions reached by Bureau Veritas Technical Assessments LLC in the performance of its Services.
5. Preliminary Findings. Preliminary findings (often referred to as verbals) can be provided to the client in order to quickly apprise them of preliminary data obtained as a result of Bureau Veritas Technical Assessments LLC's visual observations at the project site. They are not intended to be exhaustive or conclusive or to substitute for the final written report; as they do not include the information obtained from a number of other equally important and necessary elements of the complete assessment report. Bureau Veritas Technical Assessments LLC recommends against making any decisions based upon such limited, preliminary, verbal results.
6. WARRANTIES AND INDEMNIFICATION. In performing the Services, Bureau Veritas Technical Assessments LLC shall exercise the degree of skill and care ordinarily exercised by consultants in the same community and in the same time frame providing similar services for projects of comparable size, complexity, schedule and other characteristics of the Project (the "Standard of Care"). **EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OF ITS ORAL OR WRITTEN REPORTS. CLIENT ACKNOWLEDGES AND AGREES THAT (I) THE SERVICES MAY REQUIRE JUDGMENTS TO BE MADE BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC THAT ARE BASED UPON LIMITED DATA RATHER THAN UPON SCIENTIFIC CERTAINTIES; (II) BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S APPROACH, RECOMMENDATIONS, AND ASSOCIATED COST ESTIMATES, IF ANY, ARE BASED ON INDUSTRY PRACTICES AND AVERAGES; (III) PROFESSIONAL OPINIONS ARE RENDERED WITH RESPECT TO OBSERVATIONS MADE AND DATA OBTAINED AT THE TIME OF ASSESSMENT; AND (IV) ULTIMATE OUTCOMES COULD BE INCONSISTENT WITH THE CONCLUSIONS, RESULTS AND PROJECTIONS OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. ALL INFORMATION REGARDING OPERATIONS, PLANS, SPECIFICATIONS, CONDITIONS OR TEST DATA WHICH IS PROVIDED TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BY CLIENT, OWNERS OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, ANY POINT OF CONTACT AT THE**

SITE), IS DEEMED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC TO BE CORRECT AND COMPLETE WITHOUT INDEPENDENT VERIFICATION BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. BUREAU VERITAS TECHNICAL ASSESSMENTS LLC ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF SUCH INFORMATION AND SHALL NOT BE LIABLE IF RELIANCE ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS. CLIENT SHALL RELEASE BUREAU VERITAS TECHNICAL ASSESSMENTS LLC FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, DAMAGES, CLAIMS, OBLIGATIONS, FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), IF RELYING ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BE LIABLE FOR LATENT OR HIDDEN CONDITIONS, CONDITIONS NOT ACTUALLY OBSERVED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC WITHIN THE LIMITED SCOPE OF WORK, THE POTENTIAL CONSEQUENCES OF OBSERVABLE CONDITIONS, CONDITIONS OF WHICH CLIENT HAD KNOWLEDGE OF AT THE TIME OF THE ASSESSMENT, OR ANY UNAUTHORIZED ASSIGNMENT OF OR RELIANCE UPON THE REPORTS. THE LIABILITY OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY, INCLUDING ANY COMPANY AFFILIATED WITH SUCH PARTIES, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, SUBCONTRACTOR, SUCCESSOR, OR ASSIGN OF SUCH PARTIES, FOR ANY LOSSES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), RELATED TO THE SERVICES, THE AGREEMENT OR OTHERWISE, SHALL NOT EXCEED AN AGGREGATE OF \$25,000.00 PER PROJECT. IN NO EVENT SHALL BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT, EVEN IF THE AFFECTED PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.
8. WAIVER OF JURY TRIAL. THE CLIENT AND BUREAU VERITAS TECHNICAL ASSESSMENTS LLC HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT.
9. RELIANCE AND ASSIGNMENT. BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WRITTEN REPORT SHALL CONTAIN BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S STANDARD RELIANCE LANGUAGE UNLESS ALTERNATE LANGUAGE HAS BEEN PRE-APPROVED BY THE CLIENT AND BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. IF NO PRE-APPROVED ALTERNATE LANGUAGE EXISTS, THE SERVICES, THE REPORTS AND OTHER RELATED WORK PRODUCT PROVIDED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAY BE RELIED UPON BY THE CLIENT, ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO A LOAN SECURED BY THE SUBJECT PROPERTY, AND ANY RATING AGENCY RATING, OR ANY ISSUER OR PURCHASER OF, ANY SECURITY COLLATERALIZED OR OTHERWISE BACKED BY SUCH LOAN. NO OTHER PERSON OR ENTITY MAY RELY ON THE REPORT WITHOUT THE ADVANCE WRITTEN CONSENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, AND NO OTHER THIRD-PARTY BENEFICIARIES ARE INTENDED. EXCEPT AS DESCRIBED ABOVE, THE CLIENT SHALL NOT ASSIGN THE PROPOSAL, ANY REPORT OR ANY RELATED WORK PRODUCT, WITHOUT THE PRIOR WRITTEN CONSENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. ANY UNAUTHORIZED REUSE OR REDISTRIBUTION OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WORK PRODUCT OR REPORTS SHALL BE AT THE CLIENT'S AND RECIPIENT'S SOLE RISK, WITHOUT LIABILITY TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. CLIENT WILL HOLD BUREAU VERITAS TECHNICAL ASSESSMENTS LLC HARMLESS FROM ANY AND ALL LIABILITY, OBLIGATION, COST AND EXPENSE ARISING FROM OR RELATED TO ANY UNAUTHORIZED DISTRIBUTION OR USE BY CLIENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WORK PRODUCT OR REPORTS. BUREAU VERITAS TECHNICAL ASSESSMENTS LLC SHALL NOT ASSIGN ITS OBLIGATIONS UNDER THE PROPOSAL; HOWEVER, BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAY EMPLOY, BY SUBCONTRACT, SUITABLY TRAINED PERSONS OR ENTITIES ACCEPTABLE TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC TO PERFORM THE SERVICES.
10. Confidentiality. Bureau Veritas Technical Assessments LLC shall not disclose information regarding the Proposal, the Services or any Documents, except to the Client, employees, consultants, subcontractors, or other persons engaged by Bureau Veritas Technical Assessments LLC to perform the Services, third parties designated by the Client (subject to the reliance limitations described herein), or as required by law. Notwithstanding the terms of this Section, Bureau Veritas Technical Assessments LLC shall comply with all judicial orders, government directives, and laws, regulations and ordinances, regarding the reporting to appropriate public agencies of potential dangers to public health, safety or the environment.
11. Miscellaneous. Bureau Veritas Technical Assessments LLC is an independent contractor of Client, and not Client's agent, employee or partner. The Agreement shall be governed by the laws of the State of Maryland and the parties irrevocably consent to the jurisdiction of the courts of the State of Maryland and of the United States District Court for the District of Maryland, if a basis for federal jurisdiction exists. In the event a dispute relating to an Bureau Veritas Technical Assessments LLC report results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred by Bureau Veritas Technical Assessments LLC in the defense of the claim, including reasonable attorney's fees. Each provision of the Agreement shall be considered separable, and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not affect those portions of this Agreement that are valid. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Services to be provided pursuant to this Agreement. The provisions of the Agreement may only be modified by a written instrument signed by an authorized representative of each party.



Project Authorization

To contract with BVTA for this project, please review and edit the information below, sign, and return the entire agreement to BVTA.

Client Contact & Report Addressee:

Mr. David Steele, Project Manager
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201
Phone: 509.655.0567
Email: DSteele@spokanecity.org

Report & Invoice Recipient:

Mr. David Steele, Project Manager
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Project Information:

Property Name: West Central, NE Community, & MLK Center Address: 1603 N Belt St, 401 N Cook St, 500 S Stone St
City/County: Spokane State/Zip: WA

Building Information:

Type of Project: Civic – Community Centers
Buildings: 6 Stories: 1 & 2 Units:
Square Feet: 139,500 Acres: % Occupied:
Year Built: Built in Phases: Yr(s)/Phases:

Report Delivery Date: 45 business days from receipt of signed “Project Authorization” to proceed, site contact and mobilization fee, if required.

Service(s)	Lump Sum Fee(s) USD
Facility Condition Assessment	\$10,055.00
Option – Asset & Equipment Inventory (for CMMS)	\$3,295.00
Option – Data Migration to CMMS**	\$580.00
Option - Barcoding Affixation	\$1,310.00
Option - Barcode labels (1000 ct.)	\$924.00
Option – ADA/Accessibility Survey	\$8,400.00
Option – Floorplans (includes roof & electrical plans)	\$42,000.00
Option – Additional Consulting services (hourly rate/NTE)	\$7,500.00
TOTAL with OPTIONS	\$74,064.00
Option – AssetCalc Annual Renewal (After year 1)	\$1,500.00 per year

**Does not include any fees charged by CMMS provider

# of Reports	Report Type	Delivery Method
3	Draft	Email Full Report (PDF)
3	Final	Email Full Report (PDF)

Electronic Report Deliverables: BVTA’s standard electronic delivery is through automated email links to our reports. If you prefer an alternate delivery method, please select one of our options listed below:

- Dropbox™ Posted to BVTA Website Posted to Your Website

Site Point of Contact: (the POC shall be deemed an agent of the client for providing access and conveying site data)

POC:	POC Phone:
POC E-mail:	POC Cell:

Invoicing: (Select **ONE** of the following to assure invoices appear as required by your Accounts Payable Department)

- Consolidated Invoicing by: One (1) Consolidated Invoice (e.g. 1 invoice per signed Engagement)
Individual Invoicing by: Property(ies) Service Type(s) Property and Service Type

I have read and verified the accuracy of the information set forth above, and in Proposal No. 164793.23P including the legal name of the Client. I hereby certify that I am an employee authorized to sign this contract on behalf of the Client, and by my signature below I hereby accept the Proposal, as addressed to my company, including the attached Terms and Conditions, and authorize BVTA to proceed with the Services as described. Should any project information change, I understand that additional fees may accrue, and the due date may be extended.

Authorized Signature	(Printed Name)	Phone #
Company Name	Title	Date



License Information:

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

Entity name: BUREAU VERITAS TECHNICAL ASSESSMENTS LLC

Business name: BUREAU VERITAS TECHNICAL ASSESSMENTS LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-015-905

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6021 UNIVERSITY BLVD
STE 200
ELLCOTT CITY MD 21043-6084

Mailing address: 6021 UNIVERSITY BLVD
STE 200
ELLCOTT CITY MD 21043-6084

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
Spokane General Business - Non-Resident				Active	Nov-30-2024	Nov-01-2023

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

Governing people	Title
BUREAU VERITAS ASSESSMENTS AND PROJECT MANAGEMENT LLC	



Governing people

Title

BUSH, HEATHER

The Business Lookup information is updated nightly. Search date and time: 11/10/2023 9:33:51 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/28/2022

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 Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201	CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Bureau Veritas Technical Assessments LLC 6041 University Boulevard, Suite 200 Ellicott City MD 21043 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allianz Global Risks US Insurance Co.		35300
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Trumbull Insurance Company		27120
	INSURER D: INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570097069749 **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. Limits shown are as requested

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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			USL00159323	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							Deductible	\$10,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			10 AB S41202 AOS	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							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			USL00163323	01/01/2023	01/01/2024	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
C	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	N/A	10WNS41200 See State Policy Addendum	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Archit&Eng Prof			USF00248023 Claims Made SIR applies per policy terms & conditions	01/01/2023	01/01/2024	Each Claim	\$1,000,000
							Aggregate	\$1,000,000
							SIR	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of insurance. The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability.

CERTIFICATE HOLDER**CANCELLATION**

Bureau Veritas Technical Assessments LLC 10461 Mill Run Circle, Suite 1100 Owings Mills MD 21117 USA	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

Holder Identifier :

570097069749

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas Technical Assessments LLC	
POLICY NUMBER See Certificate Number: 570097069749		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570097069749	NAIC CODE		

ADDITIONAL REMARKS

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

Workers Compensation/Employers Liability

10WNS41200	01/01/23-01/01/24	Trumbull Insurance	AR,DC,IN,LA,NE,RI,UT
10WNS41200	01/01/23-01/01/24	Twin City Fire Insurance Company	FL,ND,OH,WA,WY
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Midwest	AK,ID
10WNS41200	01/01/23-01/01/24	Hartford Casualty Insurance Company	MO,WV
10WNS41200	01/01/23-01/01/24	Nutmeg Insurance Company	CT,IL
10WNS41200	01/01/23-01/01/24	Hartford Fire Insurance Company	NH,OR,PA
10WNS41200	01/01/23-01/01/24	Hartford Accident and Indemnity Company	AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200	01/01/23-01/01/24	Property & Casualty Ins Co of Hartford	CA,CO,DE,ME, MN,MS,SC
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of Illinois	TX
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Southeast	KS,MD
10WNS41200	01/01/23-01/01/24	Hartford Underwriters Insurance Company	AZ,HI, NC,NJ,SD,VA
10WNS41200	01/01/23-01/01/24	Sentinel Insurance Company, Limited	IA,NM,NV,OK
10WBRS41201	01/01/23-01/01/24	Twin City Fire Insurance Company	WI
10WBRS41201	01/01/23-01/01/24	Hartford Underwriters Insurance Company	MA
10WBRS41201	01/01/23-01/01/24	Hartford Fire Insurance Company	PR



Agenda Sheet for City Council Meeting of:
11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	OPR 2023-1226
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 SNOW&ICE REMOVAL/LANDSCAPING MAINTENANCE MULTIPLE SITES

Agenda Wording
The Facilities Department in partnership with the Purchasing Department has completed the procurement process for landscaping maintenance and snow and ice removal for three separate sites.

Summary (Background)
City of Spokane Intermodal Facility, the Public Defenders/Prosecutors building, and City Hall require snow and ice removal. The Intermodal facility and Public Defender/Prosecutors Bldg also require landscaping services. This will provide a master contract for these services at these sites but allow for other sites to be added if necessary. Bids are not due back until Nov 22, 2023. This agenda item will serve as a placeholder.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Expense	\$ \$200,000	# Varies
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	TEAL, JEFFREY	Study Session\Other	Urban Exp 11/13/2023
Division Director	MURRAY, MICHELLE	Council Sponsor	Stratton/Kinnear
Finance	BUSTOS, KIM	Distribution List	
Legal	HARRINGTON, MARGARET	facilitiesdepartment@spokanecity.org	
For the Mayor	JONES, GARRETT	klong@spokanecity.org	
Additional Approvals		kbustos@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Snow & Ice Removal / Landscape Maintenance - Multiple Sites
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	The Facilities Department in partnership with the Purchasing Department has completed the procurement process for Landscape Maintenance & Snow / Ice Removal at the City of Spokane Intermodal Facility, the Public Defenders / Prosecutors Building, and City Hall. This contract will provide these services for the 3 locations for the next 2 years with optional one-year extensions for a total of 5 years.
Proposed Council Action	Contract approval
Fiscal Impact Total Expense: \$200,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Varies Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <p style="text-align: center;">Each of these sites is a public facing location and provide a variety of services related to multi-modal transportation, general public services, and legal services to the Spokane community and the Spokane area at large. These locations are critical public facing locations and require prompt and ongoing plowing, de-icing for safety and access as well as continual annual landscape maintenance.</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 style="text-align: center;">NA</p>	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?	

NA

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

Each of these sites is a public facing location and provide a variety of services related to multi-modal transportation, general public services, and legal services to the Spokane community and the Spokane area at large. These locations are critical public facing locations and require prompt and ongoing plowing, de-icing for safety and access as well as continual annual landscape maintenance. This contract supports general city policy and the comprehensive plan.

Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

Today's Date: 9/26/23 **Type of expenditure:** SEASONAL SNOW ar Goods Services

Department: Facilities

Approving Supervisor: Jeff Teal *Jeff Teal*

Amount of Proposed Expenditure: \$150,000 approximate
 Is this against a master agreement? If yes, please provide the number: NO

Funding Source Facilities / General Fund - Reimbursements

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

Why is this expenditure necessary now?

The City of Spokane is responsible for snow & ice removal, maintaining the landscaping and irrigation at the Inter-modal Facility (Greyhound AMTRAK Station), City Hall, the Public Defenders / Prosecutors Building, and the TRAC. The current contract for these services has expired, the new

What are the impacts if expenses are deferred?

The responsibility for snow and ice removal creates significant liabilities for trip and fall throughout the winter months at each of the locations listed. Each of these locations is a public facing facility with high foot traffic, with significant night traffic at the TRAC and Intermodal Facility

What alternative resources have been considered?

CHHS funds for the TRAC expenses & distributed common area charges to the tenants at the Intermodal Facility will offset a portion of the total contract impacts on the general fund.

Description of the goods or service and any additional information?

This expenditure provides for snow and ice removal at the locations listed during the winter months and for irrigation and landscape maintenance during the summer months. It is anticipated that this consolidated contract will be approximately \$150,000 annually for all work necessary.

Person Submitting Form/Contact: Jeff Teal

Division Director:

Tonya Wallace

CFO Signature:

Tonya Wallace

City Administrator Signature:

Garrett Jones
Garrett Jones (Sep 30, 2023 1:7:06 PDT)

Additional Comments:

Signature: *Tonya Wallace*

Email: twallace@spokanecity.org

Signature: 
Garrett Jones (Sep 30, 2023 17:06 PDT)

Email: gjones@spokanecity.org











Expenditure Control Form 2023 - Snow - Ice - Landscape - Mutiple Sites

Final Audit Report

2023-10-01

Created:	2023-09-26
By:	David Steele (dsteele@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABxAB7j6JyXoQGRzAnhp2QwdJ1CY6VYV1V

"Expenditure Control Form 2023 - Snow - Ice - Landscape - Mutiple Sites" History

-  Document created by David Steele (dsteele@spokanecity.org)
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✔ Agreement completed.

2023-10-01 - 0:06:30 AM GMT



Agenda Sheet for City Council Meeting of:
11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	OPR 2022-0796
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	TESSA JILOT 6327
Contact E-Mail	TJILOT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - SNAP HOME REPAIR PROGRAMS AMENDMENTS

Agenda Wording
Contract Amendments with Spokane Neighborhood Action Partners for the 2023 Home Repair Programs to extend funding through June 30, 2024. (OPR 2022-0796 and OPR 2022-0797)

Summary (Background)
See briefing paper.

Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 290,000		# 1690-95576-51010-54201-99999
Expense \$ 590,445		# 1695-95577-51010-54201-99999
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	FINCH, ERIC	Study Session\Other	11/13 Urban Experience
Division Director	MCCOLLIM, KIMBERLEY	Council Sponsor	CM Stratton
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	tjilot@spokanecity.org	
For the Mayor	JONES, GARRETT	pgrinder@spokanecity.org	
Additional Approvals		chhsgrants@spokanecity.org	
Purchasing		chhsaccounting@spokanecity.org	
ACCOUNTING - GRANTS	MURRAY, MICHELLE	kclifton@spokanecity.org	
		cjeffers@spokanecity.org	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing, and Human Services (CHHS)
Contact Name & Phone	Tessa Jilot (625-6327)
Contact Email	tjilot@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u> N/A </u>
Agenda Item Name	SNAP Home Repair Programs – Contract Amendment
Summary (Background)	<p><u>Background/History</u></p> <p>SNAP is the subrecipient of CDBG grant funds to provide home repairs to low- and moderate-income homeowners in Spokane. The Essential Home Repair program offers grants for minor home repairs, while the Single Family Rehabilitation program offers low-interest loans for larger repair projects. Both programs help homeowners achieve safe and healthy homes while aiding in the prevention of slums or blight in the community.</p> <p>For more information on SNAP home repair programs, please visit: Essential Repair Program https://www.snapwa.org/i-need-help-with-housing/essentialhomerepair/ Single Family Rehabilitation Program https://www.snapwa.org/home-repair/</p> <p>Currently, SNAP’s home repair contracts operate on the calendar year. To align with the CDBG Program Year cycle, the decision was made to amend the 2023 contracts to include funding for the 6-month period from January 1-June 30, 2024. Beginning July 1, 2024, SNAP will move to the Program Year cycle and a new contract will be enacted. This information has been presented to both the CHHS Affordable Housing Committee and the CHHS Board.</p> <p>On September 12, 2023, members of the CHHS Affordable Housing Committee met to review and discuss renewal of SNAP’s Essential Home Repair and Single Family Rehabilitation programs. Members of the Affordable Housing Committee voted in favor of the contract amendments and forwarded their recommendation to the CHHS Board for approval.</p> <p>On October 4, 2023, members of the CHHS Board voted in favor of the renewal recommendation and contract amendment presented by the CHHS Staff.</p> <p>Staff are working on the contract drafts with the goal to have both contracts fully executed prior to 12/31/23 (pending City Council approval).</p> <p><u>Contract Summary</u> Amendment of SNAP’s 2023 Essential Home Repair and Single Family Rehabilitation programs to provide housing stability for low- and</p>

	<p>moderate-income homeowners in the City of Spokane. This amendment will be effective from January 1-June 30, 2024. In total, the contracts, with amendments, will be effective from January 1, 2023-June 30, 2024. The amended information below reflects the total awards and program goals for this 18-month period.</p> <p><u>Contract #1</u> Partner Agency: SNAP Program Name: Essential Home Repair program Contract Reference: OPR 2022-0796 Funding Source: CDBG [Award Amount: \$500,000] Amended Amount: \$790,000 [Number of Homes Repaired: 200] Amended Number of Homes Repaired: 290</p> <p><u>Contract #2</u> Partner Agency: SNAP Program Name: Single Family Rehabilitation Program Contract Reference: OPR 2022-0797 Funding Source: CDBG [Award Amount: \$1,484,879] Amended Amount: \$2,075,324 [Number of Homes Repaired: 30] Amended Number of Homes Repaired: 40</p>
<p>Proposed Council Action & Date:</p>	<p>Support SNAP Home Repair Programs' 2023 contract amendments to extend funding through June 30, 2024, at the November 13, 2023, Urban Experience Committee meeting</p>
<p>Fiscal Impact: Total Cost: No new or additional costs are tied to this request.</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 Specify funding source: CDBG</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.): None</p>	
<p>Operations Impacts</p>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.</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>SNAP will maintain all records required by Federal regulations that are pertinent to the activities funded through this contract. This includes records providing a full description of each activity</p>	

undertaken; records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and demographic information related to race, ethnicity, income, head-of-household classification, and disability status.

SNAP will submit regular activity reports to the City in conjunction with reimbursement requests each month. These reports will include the following program accomplishments and project beneficiary data:

- Cumulative Contract Goals: completed units, administrative draws, management draws, loan disbursements
- Monthly Performance Measures: project address, homeowner name, household income, race and ethnicity information, elderly status, female head of household status, disability status, loan or grant dollar amount, dates of National Environmental Policy Act (NEPA) environmental review completion, and lead-based paint remediation activities
- Applicants Ineligible or Withdrawn: applicant name, address, race and ethnicity, elderly status, female head of household status, and brief reason for withdrawal or ineligibility

SNAP will meet with CHHS staff bi-monthly to review activity reports, address issues, and track goal achievement.

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

See information above regarding data collection and dissemination.

The City will monitor the performance of SNAP on a risk-based approach against established goals and performance measures, timely submittal of performance data, spend down of grant funds, and all other terms and conditions outlined in the contract document. Substandard performance as determined by the City will constitute a noncompliance and will result in action, which may include: SNAP being required to submit and implement a corrective action plan, payment suspension, funding rejection, or grant termination.

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 proposal aligns with the 2020-2024 Consolidated Plan and the 2020-2025 Strategic Place to End Homelessness.



Expenditure Control Form

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

Today's Date: 11/13/23

Type of expenditure: Goods Services

Department: Community, Housing & Human Services (CHHS)

Approving Supervisor: Kimberly McCollim

Amount of Proposed Expenditure: \$290,000 (EHR) & \$590,445 (SFR)*

Funding Source: CDBG Entitlement Funds and CDBG Revolving Loan Fund

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

Why is this expenditure necessary now?

Essential Home Repair (EHR) is funded with CDBG Entitlement. Single Family Rehabilitation (SFR) is funded with a combination of Revolving Loan Funds and, if needed, CDBG Entitlement Funds. These programs have been funded through CDBG since 1978. The requested expenditure allows CHHS to extend these contracts through June 30, 2024. Annual contracts are necessary in order to continue providing home repair services to low- and moderate-income homeowners without interruption, in accordance with CHHS 2020-2024 Consolidated Plan goals.

*The proposed expenditures listed above represent the amount to be added to the EHR (OPR 2022-0796) and SFR (OPR 2022-0797) 2023 contracts, which will be extended through June 30, 2024. These expenditures will be added via an amendment to EHR and SFR 2023 contracts.

What are the impacts if expenses are deferred?

If expenses are deferred, there is potential for an interruption in services to low- and moderate-income homeowners to access programs for necessary healthy and safety home repairs.



Expenditure Control Form

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2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

What alternatives were considered?

There are no funding alternatives. CDBG funds must be spent on eligible activities.

Description of the goods or service and any additional information?

The Essential Home Repair program offers grants for minor home repairs, while the Single Family Rehabilitation program offers low-interest loans for larger repair projects. Both programs help homeowners achieve safe and healthy homes while aiding in the prevention of slums or blight in the community.

Person Submitting Form/Contact: Tessa Jilot (tjilot@spokanecity.org)

CITY ADMINISTRATOR APPROVAL:

YES NO

FINANCE/PURCHASING APPROVAL:

YES NO



Agenda Sheet for City Council Meeting of:

11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	OPR 2022-0797
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	TESSA JILOT 6327
Contact E-Mail	TJILOT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - SNAP HOME REPAIR PROGRAMS AMENDMENTS

Agenda Wording

Contract Amendments with Spokane Neighborhood Action Partners for the 2023 Home Repair Programs to extend funding through June 30, 2024. (OPR 2022-0796 and OPR 2022-0797)

Summary (Background)

See briefing paper.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 290,000

Expense \$ 590,445

Select \$

Select \$

Budget Account

1690-95576-51010-54201-99999

1695-95577-51010-54201-99999

#

#

Approvals

Dept Head	FINCH, ERIC
Division Director	MCCOLLIM, KIMBERLEY
Finance	MURRAY, MICHELLE
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	11/13 Urban Experience
Council Sponsor	CM Stratton

Distribution List

tjilot@spokanecity.org
pgrinder@spokanecity.org
chhsgrants@spokanecity.org
chhsaccounting@spokanecity.org
kclifton@spokanecity.org
cjeffers@spokanecity.org

Additional Approvals

Purchasing

ACCOUNTING - GRANTS

MURRAY, MICHELLE

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing, and Human Services (CHHS)
Contact Name & Phone	Tessa Jilot (625-6327)
Contact Email	tjilot@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u> N/A </u>
Agenda Item Name	SNAP Home Repair Programs – Contract Amendment
Summary (Background)	<p><u>Background/History</u></p> <p>SNAP is the subrecipient of CDBG grant funds to provide home repairs to low- and moderate-income homeowners in Spokane. The Essential Home Repair program offers grants for minor home repairs, while the Single Family Rehabilitation program offers low-interest loans for larger repair projects. Both programs help homeowners achieve safe and healthy homes while aiding in the prevention of slums or blight in the community.</p> <p>For more information on SNAP home repair programs, please visit: Essential Repair Program https://www.snapwa.org/i-need-help-with-housing/essentialhomerepair/ Single Family Rehabilitation Program https://www.snapwa.org/home-repair/</p> <p>Currently, SNAP’s home repair contracts operate on the calendar year. To align with the CDBG Program Year cycle, the decision was made to amend the 2023 contracts to include funding for the 6-month period from January 1-June 30, 2024. Beginning July 1, 2024, SNAP will move to the Program Year cycle and a new contract will be enacted. This information has been presented to both the CHHS Affordable Housing Committee and the CHHS Board.</p> <p>On September 12, 2023, members of the CHHS Affordable Housing Committee met to review and discuss renewal of SNAP’s Essential Home Repair and Single Family Rehabilitation programs. Members of the Affordable Housing Committee voted in favor of the contract amendments and forwarded their recommendation to the CHHS Board for approval.</p> <p>On October 4, 2023, members of the CHHS Board voted in favor of the renewal recommendation and contract amendment presented by the CHHS Staff.</p> <p>Staff are working on the contract drafts with the goal to have both contracts fully executed prior to 12/31/23 (pending City Council approval).</p> <p><u>Contract Summary</u> Amendment of SNAP’s 2023 Essential Home Repair and Single Family Rehabilitation programs to provide housing stability for low- and</p>

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<p>Proposed Council Action & Date:</p>	<p>Support SNAP Home Repair Programs' 2023 contract amendments to extend funding through June 30, 2024, at the November 13, 2023, Urban Experience Committee meeting</p>
<p>Fiscal Impact: Total Cost: No new or additional costs are tied to this request.</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 Specify funding source: CDBG</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.): None</p>	
<p>Operations Impacts</p>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.</p>	
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undertaken; records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and demographic information related to race, ethnicity, income, head-of-household classification, and disability status.

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See information above regarding data collection and dissemination.

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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 proposal aligns with the 2020-2024 Consolidated Plan and the 2020-2025 Strategic Plan to End Homelessness.



Expenditure Control Form

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Today's Date: 11/13/23

Type of expenditure: Goods Services

Department: Community, Housing & Human Services (CHHS)

Approving Supervisor: Kimberly McCollim

Amount of Proposed Expenditure: \$290,000 (EHR) & \$590,445 (SFR)*

Funding Source: CDBG Entitlement Funds and CDBG Revolving Loan Fund

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

Why is this expenditure necessary now?

Essential Home Repair (EHR) is funded with CDBG Entitlement. Single Family Rehabilitation (SFR) is funded with a combination of Revolving Loan Funds and, if needed, CDBG Entitlement Funds. These programs have been funded through CDBG since 1978. The requested expenditure allows CHHS to extend these contracts through June 30, 2024. Annual contracts are necessary in order to continue providing home repair services to low- and moderate-income homeowners without interruption, in accordance with CHHS 2020-2024 Consolidated Plan goals.

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Expenditure Control Form

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2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

What alternatives were considered?

There are no funding alternatives. CDBG funds must be spent on eligible activities.

Description of the goods or service and any additional information?

The Essential Home Repair program offers grants for minor home repairs, while the Single Family Rehabilitation program offers low-interest loans for larger repair projects. Both programs help homeowners achieve safe and healthy homes while aiding in the prevention of slums or blight in the community.

Person Submitting Form/Contact: Tessa Jilot (tjilot@spokanecity.org)

CITY ADMINISTRATOR APPROVAL:

YES NO

FINANCE/PURCHASING APPROVAL:

YES NO

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

11/27/2023

Date Rec'd

11/15/2023

Clerk's File #

OPR 2023-1227

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

HEATHER PAGE 6578

Project #**Contact E-Mail**

HPAGE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1680 - HUD 2023 HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDING ALLOCATION

Agenda Wording

Approval of the Community, Housing, and Human Services Board's Allocation Recommendation, and approval to allow Community, Housing, and Human Services Department to enter into template loan agreements with the subrecipients.

Summary (Background)

See Briefing Paper.

St. Johns' Two, West 9th Senior Housing project: \$2,015,000. OPR 2023-1227

Volunteers of America Eastern Washington & Northern Idaho, Vets on North Lacey project: \$1,500,000. OPR 2023-1228

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 3,515,000

1710-95579-51010-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

FINCH, ERIC

Study Session\Other

11/13 Urban Experience

Division Director

MCCOLLIM, KIMBERLEY

Council Sponsor

CM Stratton

Finance

MURRAY, MICHELLE

Distribution List**Legal**

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For the Mayor

JONES, GARRETT

chhsgrants@spokanecity.org

Additional Approvals

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Purchasing

pgrinder@spokanecity.org

ACCOUNTING - GRANTS

MURRAY, MICHELLE

kclifton@spokanecity.org

cjeffers@spokanecity.org

Briefing Paper

Submitting Department	CHHS
Contact Name	Heather Page
Contact Email & Phone	hpage@spokanecity.org ; 509-625-6578
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	US Department of Housing and Urban Development, 2023 HOME Investment Partnerships Program, Funding Allocation
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane receives HUD HOME Investment Partnerships (HOME) program funds to assist with the development of affordable housing in Spokane. Each year CHHS releases a Notice of Funding Availability (NOFA) to the public seeking proposals for HOME assistance of projects that meet HUD eligibility requirements and address affordable housing needs in Spokane.</p> <p>CHHS released the 2023 NOFA of \$4,300,000 to the public on August 21, 2023, and issued a Request for Proposals (RFP) for projects that increase and/or preserve the supply of affordable housing and permanent supportive housing units serving extremely-low (30% of Area Median Income) and very-low-income households (below 50% of Area Median Income) in the City of Spokane. The City of Spokane’s priority goal for the 2023 HOME allocation was to increase the affordable housing inventory, serving extremely-low and very-low-income household.</p> <p>The RFP closed on September 21, 2023. Two applications for HOME program funding were received. A total of \$3,515,000 in funding was requested. One applicant workshop was held in August. Individual technical assistance was provided to 3 organizations during the open RFP to assist potential applicants with the HOME application process.</p> <p>Members of the CHHS Affordable Housing Committee individually reviewed the two application packets, including staff eligibility reviews, and scored each project. On October 19, 2023, the Committee met collectively to discuss scoring and select projects for funding. The Affordable Housing Committee recommended the following projects for HOME assistance:</p> <ol style="list-style-type: none"> 1. \$2,015,000, St John’s Two, West 9th Senior Housing project, located at approximately 315 W 9th Ave. This project will add 35 units of new construction affordable housing to the affordable housing inventory for Seniors in the City of Spokane. The project will provide thirty (30) 1-bedroom units and five (5) 2-bedroom units. This is a mixed-rent project, serving extremely low-income and low-income households with 11 units at 30% AMI, 7 units at 50% AMI, and the remaining 17 units at 80% AMI. HOME funds would assist construction of units for households earning 30% AMI and 50% AMI.

	<p>2. \$1,500,000, Volunteers of America Eastern WA & Northern ID, Vets on N. Lacey project located at approximately on the Southside of Francis Ave on Lacey Street in NE Spokane. This project adds 10 units of new construction affordable housing to extremely-low-income (30% AMI) Veterans in the City of Spokane. The 10 new units will be constructed in the form of townhouse duplexes. There will be seven 1-bdrm units and three 2-bedrm units in the project.</p> <p>3. Remaining HOME funds will be allocated in a NOFA to be announced in April 2024.</p> <p>The CHHS Board reviewed the Affordable Housing Committee’s recommendations on November 1, 2023. After a discussion of the projects, the CHHS Board voted to recommend the projects for funding.</p>
<p>Proposed Council Action</p>	<p>CHHS is seeking Council’s approval of the CHHS Board’s Allocation Recommendation, and approval to allow CHHS to enter into template loan agreements with the subrecipients.</p>
<p>Fiscal Impact Total Cost: <u>\$3,515,000</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: US Dept. Housing and Urban Development HOME Investment Partnerships Program Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The projects recommended for funding will provide affordable housing for low-income and extremely-low-income Veterans and Seniors in Spokane.</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>CHHS will collect and report basic demographic data on recipients of these funding sources as outlined in their contractual agreements.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>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, the HOME program operates under HUD’s oversight and performance metrics are reported yearly through the CAPER.</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?

The 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.



Expenditure Control Form

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

Today's Date: 11/01/23

Type of expenditure: Goods Services

Department: Community, Housing & Human Services (CHHS)

Approving Supervisor: Kimberly McCollim

Amount of Proposed Expenditure: \$3,515,000.00

Funding Source: U.S. Dept. HUD, HOME Investment Partnerships Program

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

Why is this expenditure necessary now?

CHHS is required to allocate federal HUD funds through the HOME Investment Partnerships program annually. This expenditure represents is the City of Spokane's 2023 Program Year allocation of HOME program funds.

What are the impacts if expenses are deferred?

If expenses are deferred, there is potential for a delay in construction of the HOME-assisted projects, potentially leading to increased development costs, and a delay in increasing the affordable housing inventory.



Expenditure Control Form

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

What alternatives were considered?

There are no funding alternatives. HUD funds must be spent on eligible activities.

Description of the goods or service and any additional information?

Person Submitting Form/Contact: Tessa Jilot (tjilot@spokanecity.org)

CITY ADMINISTRATOR APPROVAL:

YES NO

FINANCE/PURCHASING APPROVAL:

YES NO



Agenda Sheet for City Council Meeting of:

11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	OPR 2023-1228
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	HEATHER PAGE 6578
Contact E-Mail	HPAGE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - HUD 2023 HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDING ALLOCATION

Agenda Wording

Approval of the Community, Housing, and Human Services Board's Allocation Recommendation, and approval to allow Community, Housing, and Human Services Department to enter into template loan agreements with the subrecipients.

Summary (Background)

See Briefing Paper.

St. Johns' Two, West 9th Senior Housing project: \$2,015,000. OPR 2023-1227

Volunteers of America Eastern Washington & Northern Idaho, Vets on North Lacey project: \$1,500,000. OPR 2023-1228

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 3,515,000

Select \$

Select \$

Select \$

Budget Account

1710-95579-51010-54201-99999

#

#

#

Approvals

Dept Head	FINCH, ERIC
Division Director	MCCOLLIM, KIMBERLEY
Finance	MURRAY, MICHELLE
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	11/13 Urban Experience
Council Sponsor	CM Stratton

Distribution List

hpage@spokanecity.org
chhsgrants@spokanecity.org
chhsaccounting@spokanecity.org
pgrinder@spokanecity.org
kclifton@spokanecity.org
cjeffers@spokanecity.org

Additional Approvals

Purchasing

ACCOUNTING - GRANTS

MURRAY, MICHELLE

Briefing Paper

Submitting Department	CHHS
Contact Name	Heather Page
Contact Email & Phone	hpage@spokanecity.org ; 509-625-6578
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	US Department of Housing and Urban Development, 2023 HOME Investment Partnerships Program, Funding Allocation
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane receives HUD HOME Investment Partnerships (HOME) program funds to assist with the development of affordable housing in Spokane. Each year CHHS releases a Notice of Funding Availability (NOFA) to the public seeking proposals for HOME assistance of projects that meet HUD eligibility requirements and address affordable housing needs in Spokane.</p> <p>CHHS released the 2023 NOFA of \$4,300,000 to the public on August 21, 2023, and issued a Request for Proposals (RFP) for projects that increase and/or preserve the supply of affordable housing and permanent supportive housing units serving extremely-low (30% of Area Median Income) and very-low-income households (below 50% of Area Median Income) in the City of Spokane. The City of Spokane’s priority goal for the 2023 HOME allocation was to increase the affordable housing inventory, serving extremely-low and very-low-income household.</p> <p>The RFP closed on September 21, 2023. Two applications for HOME program funding were received. A total of \$3,515,000 in funding was requested. One applicant workshop was held in August. Individual technical assistance was provided to 3 organizations during the open RFP to assist potential applicants with the HOME application process.</p> <p>Members of the CHHS Affordable Housing Committee individually reviewed the two application packets, including staff eligibility reviews, and scored each project. On October 19, 2023, the Committee met collectively to discuss scoring and select projects for funding. The Affordable Housing Committee recommended the following projects for HOME assistance:</p> <ol style="list-style-type: none"> 1. \$2,015,000, St John’s Two, West 9th Senior Housing project, located at approximately 315 W 9th Ave. This project will add 35 units of new construction affordable housing to the affordable housing inventory for Seniors in the City of Spokane. The project will provide thirty (30) 1-bedroom units and five (5) 2-bedroom units. This is a mixed-rent project, serving extremely low-income and low-income households with 11 units at 30% AMI, 7 units at 50% AMI, and the remaining 17 units at 80% AMI. HOME funds would assist construction of units for households earning 30% AMI and 50% AMI.

	<p>2. \$1,500,000, Volunteers of America Eastern WA & Northern ID, Vets on N. Lacey project located at approximately on the Southside of Francis Ave on Lacey Street in NE Spokane. This project adds 10 units of new construction affordable housing to extremely-low-income (30% AMI) Veterans in the City of Spokane. The 10 new units will be constructed in the form of townhouse duplexes. There will be seven 1-bdrm units and three 2-bedrm units in the project.</p> <p>3. Remaining HOME funds will be allocated in a NOFA to be announced in April 2024.</p> <p>The CHHS Board reviewed the Affordable Housing Committee’s recommendations on November 1, 2023. After a discussion of the projects, the CHHS Board voted to recommend the projects for funding.</p>
<p>Proposed Council Action</p>	<p>CHHS is seeking Council’s approval of the CHHS Board’s Allocation Recommendation, and approval to allow CHHS to enter into template loan agreements with the subrecipients.</p>
<p>Fiscal Impact Total Cost: <u>\$3,515,000</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: US Dept. Housing and Urban Development HOME Investment Partnerships Program Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The projects recommended for funding will provide affordable housing for low-income and extremely-low-income Veterans and Seniors in Spokane.</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>CHHS will collect and report basic demographic data on recipients of these funding sources as outlined in their contractual agreements.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>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, the HOME program operates under HUD’s oversight and performance metrics are reported yearly through the CAPER.</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?

The 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.



Expenditure Control Form

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2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11/01/23

Type of expenditure: Goods Services

Department: Community, Housing & Human Services (CHHS)

Approving Supervisor: Kimberly McCollim

Amount of Proposed Expenditure: \$3,515,000.00

Funding Source: U.S. Dept. HUD, HOME Investment Partnerships Program

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

Why is this expenditure necessary now?

CHHS is required to allocate federal HUD funds through the HOME Investment Partnerships program annually. This expenditure represents is the City of Spokane's 2023 Program Year allocation of HOME program funds.

What are the impacts if expenses are deferred?

If expenses are deferred, there is potential for a delay in construction of the HOME-assisted projects, potentially leading to increased development costs, and a delay in increasing the affordable housing inventory.



Expenditure Control Form

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

What alternatives were considered?

There are no funding alternatives. HUD funds must be spent on eligible activities.

Description of the goods or service and any additional information?

Person Submitting Form/Contact: Tessa Jilot (tjilot@spokanecity.org)

CITY ADMINISTRATOR APPROVAL:

YES NO

FINANCE/PURCHASING APPROVAL:

YES NO



Agenda Sheet for City Council Meeting of:

11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	ORD C36466
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	HOWARD DELANEY 625-4450
Contact E-Mail	HDELANEY@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0560-COURTS-SBO - SAFETY/SECURITY UPDATES - M&O NEEDS

Agenda Wording

The current interlocal agreement with the County requires the City to pay for the vast majority of maintenance for the subject spaces, including painting. Requesting approval of SBO for payment of Maintenance and Operational needs.

Summary (Background)

Spokane Municipal Court has operated in the same spaces and with more or less the same courtroom and Clerk's Office furnishings since the inception of the Court in 2009. Facilities is offering salary savings to fund painting and cabling needs at Municipal Court.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ -21,200
Expense	\$ 21,200
Select	\$
Select	\$

Budget Account

#	5900-71300-18300-51001-99999
#	5900-71300-18300-54802-00560
#	
#	

Approvals

Dept Head	DELANEY, HOWARD
Division Director	LOGAN, MARY
Finance	BUSTOS, KIM
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	F&A Committee 10-16-23
Council Sponsor	CM Wilkerson & CM Stratton

Distribution List

Additional Approvals

Purchasing	
MANAGEMENT & BUDGET	STRATTON, JESSICA

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Municipal Court
Contact Name	Howard F. Delaney
Contact Email & Phone	hdelaney@spokanecity.org / 509-625-4450
Council Sponsor(s)	CM Wilkerson & CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 Min
Agenda Item Name	SBO-Safety/Security Upgrades, Maintenance & Operational Needs
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Spokane Municipal Court has operated in the same spaces and with more or less the same courtroom and Clerk's Office furnishings since the inception of the Court in 2009.</p> <p>During that time, our four courtrooms have not been painted and despite some "budget" furnishings purchased, no commercial grade upgrades to our furnishings have been made. The courtrooms and furnishings associated therewith have become unacceptable and unprofessional, including dirty walls, degraded paint, and broken furniture.</p> <p>The current interlocal agreement with the County requires the City to pay for the vast majority of maintenance for the subject spaces, including painting. A quote for surface preparation and painting of the four courtrooms is \$4,200.</p> <p>WA state court administrative rule ARLJ 13 requires courts of limited jurisdiction to record all proceedings electronically. The audio equipment and wiring configuration in the four courtrooms leased by Municipal Court is outdated and was poorly installed. Wiring is run across heavily trafficked floors and under desks where it is vulnerable to damage and shorts in the wiring result in interruption to the audio record. The cost to upgrade and properly install a solution to preserve the record in each of four courtrooms is estimated at \$17,000.</p> <p>SBO Facilities – salary savings, \$21,200 Facilities – bldg. repair & maintenance, \$21,200</p>
Proposed Council Action	Approve SBO November 27, 2023
Fiscal Impact Total Cost: <u>\$21,200</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: salary savings in Facilities 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?	

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?

Improves court operations.

ORDINANCE NO C36466

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 Asset Management 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 Asset Management Fund and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$21,200.
 - A) Of the decreased appropriation, \$21,200 is removed from base wages.
- 2) Increase appropriation by \$21,200.
 - A) Of the increased appropriation, \$21,200 is provided solely for building repair & maintenance on behalf of Municipal Court.

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 perform facility and technical improvements at Municipal Court, 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:
11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	RES 2023-0099
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	GIACOBBE BYRD X6715
Contact E-Mail	GBYRD@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - HEARING EXAMINER APPOINTMENT RESOLUTION

Agenda Wording
A Resolution appointing _____ to fill the position of Hearing Examiner for the City of Spokane.

Summary (Background)
On Friday, September 22, 2023, Council President Kinnear received a letter from the current Hearing Examiner notifying her that he is resigning his position as the Hearing Examiner for the City of Spokane, effective Friday, December 1, 2023. Pursuant to SMC 2.005.040 D, the City Council is responsible for the appointment and discharge of the Hearing Examiner. This resolution will need to be amended to insert the name of the preferred candidate of the Council Sponsors.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ \$95,546.88 - \$134,237.52	# General Fund
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	BYRD, GIACOBBE	Study Session\Other	UE 11/13
Division Director		Council Sponsor	Kinnear and Cathcart
Finance		Distribution List	
Legal		gbyrd@spokanecity.org	
For the Mayor			
Additional Approvals			
Purchasing			

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org
Council Sponsor(s)	CP Kinnear and CM Cathcart
Committee Date	11/13/23
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Hearing Examiner Appointment RES
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On Friday, September 22, 2023, Council President Kinnear received a letter from the current Hearing Examiner notifying her that he is resigning his position as the Hearing Examiner for the City of Spokane, effective Friday, December 1, 2023.</p> <p>Pursuant to SMC 2.005.040 D, the City Council is responsible for the appointment and discharge of the Hearing Examiner.</p> <p>The Hearing Examiner position was officially posted on Thursday, October 26, 2023 and was advertised on the City's employment page, City social media accounts, and major job boards, including those on the Association of Washington Cities and Washinton State Association of Municipal Attorneys websites.</p> <p>In the coming weeks, Council President Kinnear and Council President Pro-Tem Cathcart will interview candidates in coordination with an interview panel consisting of representatives from the Hearing Examiner Office, City Legal Department, Spokane Police Department, Planning Department, and Code Enforcement.</p> <p>This resolution will need to be amended to insert the name of the preferred candidate of the Council Sponsors.</p>
Proposed Council Action	11/27/23
Fiscal Impact Total Cost: <u>\$95,546.88 - \$134,237.52 Annually</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: General Fund 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?	

N/A – This position provides quasi-judicial services in conjunction with appeals of various administrative applications, decisions and actions by City departments and agencies, conducts hearings on certain land use or project permit applications and performs other duties set out in the Spokane Municipal Code.

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 position provides quasi-judicial services in conjunction with appeals of various administrative applications, decisions and actions by City departments and agencies, conducts hearings on certain land use or project permit applications and performs other duties set out in the Spokane Municipal Code.

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

N/A – This position provides quasi-judicial services in conjunction with appeals of various administrative applications, decisions and actions by City departments and agencies, conducts hearings on certain land use or project permit applications and performs other duties set out in the Spokane Municipal Code.

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 – This position provides quasi-judicial services in conjunction with appeals of various administrative applications, decisions and actions by City departments and agencies, conducts hearings on certain land use or project permit applications and performs other duties set out in the Spokane Municipal Code.

RESOLUTION NO. 2023-0099

A Resolution appointing [REDACTED] to fill the position of Hearing Examiner for the City of Spokane.

WHEREAS, pursuant to SMC 2.005.040 D, the City Council is responsible for the appointment and discharge of the Hearing Examiner; and

WHEREAS, section 9 of the City Charter also provides that the Council has the authority to employ such staff as necessary; and

WHEREAS, the Hearing Examiner, serving in a quasi-judicial capacity, conducts hearings and prepares written decisions on numerous applications and appeals including appeals of land use applications, SEPA determinations, public records request determinations, dangerous dog determinations and other administrative appeals from City departments, applicants, and parties of interest; and

WHEREAS, the Hearing Examiner conducts hearings for various administrative appeals and applications including certain business licenses, utility issues, code enforcement, building official orders, dangerous buildings and abandoned vehicles; and

WHEREAS, the Hearing Examiner issues non-binding legal opinions as part of the City's citizens' initiative process; and

WHEREAS, the Hearing Examiner serves as the hearing officer for the City Police Department on asset drug and felony forfeiture hearings; and

WHEREAS, pursuant to interlocal agreements between the City of Spokane and surrounding jurisdictions, the Hearing Examiner serves as a quasi-judicial officer for the cities of Airway Heights, Cheney, Chewelah, Liberty Lake, Medical Lake, Millwood, Newport, and Spokane Valley, and Spokane County. The City also maintains a contract with Sound Transit of Seattle to conduct its SEPA appeal hearings; and

WHEREAS, on Friday, September 22, 2023, Council President Kinnear received a letter from the current Hearing Examiner notifying her that he is resigning his position as the Hearing Examiner for the City of Spokane, effective Friday, December 1, 2023; and

WHEREAS, the Hearing Examiner position was officially posted on Thursday, October 26, 2023 and was advertised on the City's employment page, City social media accounts, and major job boards, including those on the Association of Washington Cities and Washinton State Association of Municipal Attorneys websites; and

WHEREAS, Council President Kinnear and Council President Pro-Tem Cathcart interviewed candidates in coordination with an interview panel consisting of representatives from the Hearing Examiner Office, City Legal Department, Planning Department, Spokane Police Department, and Code Enforcement; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council in compliance with Spokane Municipal Code and the City Charter, elects to appoint to fill the position of Hearing Examiner for the City of Spokane.

BE IT FURTHER RESOLVED that this appointment is effective beginning 12:01 a.m. on Monday, December 4, 2023.

Adopted by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	ORD C36467
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	JESSICA STRATTON 954-9217
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0410 - FINANCE - 2024 ADOPTED BUDGET

Agenda Wording
 Approve and adopt the annual budget on Nov 27, 2023.

Summary (Background)
 The City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075, to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2023.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Select \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	F&A Committee 11/20/2023
Division Director	WALLACE, TONYA	Council Sponsor	Kinnear, Wilkerson, Cathcart
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	JONES, GARRETT		
Additional Approvals			
Purchasing			

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Finance
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org , 509-954-9217
Council Sponsor(s)	CP Kinnear, CM Wilkerson & CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	2024 Budget Adoption
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<u>Background</u> The City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075, to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2023.
Proposed Council Action	Approve and adopt the annual budget on Nov 27, 2023
Fiscal Impact Total Annual Cost: \$1.2B 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? 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	

ORDINANCE NO C36467

An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2023; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2023, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2024 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2024, as set forth in the document attached hereto and entitled, "2024 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2024 Annual Budget, be and the same is, hereby fixed, determined, and adopted at the fund level; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. Estimated resources for each separate fund of the City of Spokane, and aggregate expenditures for all such funds for the year 2024 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2024 as set forth in the 2024 Annual Budget.

FUNDS	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
General Fund	\$243,125,412	\$-	\$243,125,412	\$243,125,412
Special Revenue Funds				
Street Maintenance	26,796,289	3,370,786	30,167,075	28,454,568
Code Enforcement	4,434,280	-	4,434,280	4,355,832
Library	13,029,938	6,179,789	19,209,727	13,995,883
Historic Preservation Incentive	10,000	11,306	21,306	17,647
Pension Contributions (LEOFF)	7,103,943	-	7,103,943	7,103,943
Miscellaneous Grants	177,500	-	177,500	177,500
Domestic Violence Prevention	500	6,666	7,166	500
Cannabis Tax	600,000	-	600,000	600,000
Traffic Calming Measures	5,940,979	4,315,085	10,256,064	7,981,657
Urban Forestry Fund	20,000	73,878	93,878	20,176
Parks and Recreation	26,625,006	3,299,901	29,924,907	26,829,506
American Rescue Plan	-	-	-	-
Fire Miscellaneous Grants	41,907	-	41,907	41,907
Parking Meter Revenue Fund	11,769,891	(274,448)	11,495,443	6,444,377
Paths and Trails Reserve	174,500	714,180	888,680	728,925
Human Services Grants Fund	21,465,601	1,200,000	22,665,601	22,664,225
Continuum of Care	7,570,000	-	7,570,000	7,570,000
Opioid Response	317,221	-	317,221	-
Forfeitures & Contributions (SPD)	407,840	1,244,714	1,652,554	664,052
Hotel/Motel Tax	4,518,803	113,587	4,632,390	4,526,798
Housing Sales Tax	7,200,000	13,434,232	20,634,232	8,987,572
REET 2nd Quarter Percent	4,796,000	5,475,671	10,271,671	8,207,500
REET 1st Quarter Percent	4,584,711	1,098,824	5,683,535	4,000,000
Public Safety & Judicial Grants	1,814,793	-	1,814,793	1,806,016
Public Safety Personnel Fund	7,126,494	602,347	7,728,841	7,693,268
Combined Communications Center (SFD Dispatch)	-	-	-	-
Communications Building M&O	286,692	91,300	377,992	311,028
Community Development Fund	15,000	30,000	45,000	45,000
CD/HS Operations	-	515,111	515,111	472,600
Community Development Block Grants	10,000,000	-	10,000,000	10,000,000
CDBG Revolving Loan Fund	2,000,434	500,000	2,500,434	2,500,000
Misc. Community Development Grants	41,757	138,907	180,664	157,907
Home Program	5,053,235	-	5,053,235	5,053,235

Home Revolving Loan Fund	396,379	750,000	1,146,379	1,135,000
Housing Assistance Program	7,180	175,000	182,180	177,500
Affordable & Supportive Housing Fund	645,586	500,000	1,145,586	1,145,586
Emergency Rental Assistance Grant	57	-	57	-
Housing Trust Grant Fund	7,611	215,200	222,811	216,800
Legal Services and Relocation	144,000	-	144,000	144,000
Rental Rehabilitation Fund	51,150	360,000	411,150	411,150
Residential Rental Property Mitigation	76,456	-	76,456	76,456
Trial Court Improvement Fund	64,608	730	65,338	64,608
Criminal Justice Assistance (Detention)	7,285,956	906,642	8,192,598	7,913,047
Financial Partnership Fund	189,792	-	189,792	189,792
Channel Five Equipment Reserve	252,000	454,554	706,554	252,000
Park Cumulative Reserve	3,669,995	2,847,199	6,517,194	4,423,619
Fire/EMS	71,588,623	-	71,588,623	71,588,623
Defined Contribution Administration	75,000	-	75,000	69,336
VOYA Defined Contribution Administration	46,000	-	46,000	45,928
Transportation Benefit Fund	3,355,049	1,185,026	4,540,075	4,372,737
Debt Service Funds				
GO Bond Redemption	17,939,274	7,314,608	25,253,882	17,529,912
Special Assessment Debt	530,000	172,850	702,850	143,811
Special Assessment Guaranty	-	589,981	589,981	8,000
Iron Bridge TIF Debt Service	105,587	109,219	214,806	103,187
University District LRF Debt Service	275,000	759,899	1,034,899	224,252
Capital Projects Funds				
General Capital Improvements	-	1,415,226	1,415,226	70,226
Arterial Street	39,728,974	8,900,000	48,628,974	34,520,836
Capital Improvements 2015 Park	20,403	552,384	572,787	572,787
Capital Improvements 2018 Library	-	-	-	-
Capital Improvements 1995	-	40,778	40,778	40,778
Kendall Yards TIF	410,000	-	410,000	400,000
West Quadrant TIF	589,000	1,027,583	1,616,583	1,604,090
University District LRF	217,000	-	217,000	213,000
Enterprise Funds				
Water	55,176,195	11,545,475	66,721,670	70,329,400
Water/Wastewater Debt Service	13,551,528	-	13,551,528	13,551,528
Integrated Capital Management	68,008,297	15,351,763	83,360,060	100,051,184
Sewer	69,251,487	10,588,831	79,840,318	80,664,769
Solid Waste Fund	98,605,465	2,791,666	101,397,131	103,372,618
Golf	5,992,101	1,329,726	7,321,827	6,764,047
Development Services Center	9,937,638	5,850,805	15,788,443	11,751,841

Internal Service Funds				
Fleet Services	17,452,392	1,514,186	18,966,578	17,442,492
Fleet Services Equipment Replacement	2,671,261	6,521,021	9,192,282	2,631,115
Public Works and Utilities	7,163,089	1,131,200	8,294,289	6,836,384
Information Technology (IT)	12,074,684	2,828,006	14,902,690	14,294,688
IT Capital Replacement	1,298,527	2,924,115	4,222,642	2,943,304
Reprographics	487,716	69,164	556,880	530,635
Purchasing & Stores	1,092,076	156,274	1,248,350	1,228,187
Accounting Services	5,182,745	759,583	5,942,328	5,941,433
My Spokane	1,913,698	83,140	1,996,838	1,894,746
Office of Performance Management	1,606,687	60,676	1,667,363	1,632,637
Risk Management	8,449,339	673,989	9,123,328	7,405,695
Workers' Compensation	5,491,794	5,065,310	10,557,104	6,433,878
Unemployment Compensation	-	1,047,765	1,047,765	437,026
Employee Benefits	44,773,773	15,537,953	60,311,726	50,994,408
Facilities Management - Operations	5,674,619	3,901,569	9,576,188	6,204,975
Facilities Management - Capital	23,740,706	-	23,740,706	21,460,637
Police Capital	3,064,136	-	3,064,136	3,064,136
Fire Capital	2,142,868	-	2,142,868	2,142,868
Capital Facilities	744,381	-	744,381	744,381
Trust and Agency Funds				
Finch Memorial Arboretum	75,000	-	75,000	75,000
Employees' Retirement (SERS)	36,330,000	11,850,900	48,180,900	41,236,091
Firefighters' Pension Fund	5,188,643	254,438	5,443,081	5,240,350
Building Code Records Mgmt	60,000	-	60,000	60,000
Municipal Court	1,300,000	-	1,300,000	1,300,000
Police Pension Fund	3,695,500	-	3,695,500	3,581,750
Parking & Business Improvement District	-	75,000	75,000	75,000
TOTAL FUNDS	\$1,076,915,751	\$172,331,270	\$1,249,247,020	\$1,164,511,297

Section 4. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2024 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 5. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Adopted by the City Council On _____

(Delivered to the Mayor on the _____ day of _____ 2023.)

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	ORD C36468
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	TONYA WALLACE 625-6845
Contact E-Mail	TWALLACE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0410 - FINANCE - TEMPOARY UTILITY TAX INCREASE

Agenda Wording
Approve the Ordinance for a temporary increase to utility tax for Solid Waste, Wastewater and Water.

Summary (Background)
The Mayor's 2024 Proposed Budget, a temporary utility tax increase of 1% was included to bridge the funding gap in the General Fund. In order to implement this proposal, SMC 08.10.030 must be updated to read those providing solid waste collection services, operating a public wastewater collection and treatment system and selling or furnishing water for hire will be taxed at 21% of gross income. A provision is included to have rates automatically revert back to the original tax rate on 1/1/25.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	F&A Committee 11/20/2023
Division Director	WALLACE, TONYA	Council Sponsor	Kinnear, Wilkerson, Cathcart
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	JONES, GARRETT		
Additional Approvals			
Purchasing			

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Finance
Contact Name	Tonya Wallace
Contact Email & Phone	twallace@spokanecity.org , 509-844-4456
Council Sponsor(s)	CP Kinnear, CM Wilkerson & CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Temporary Utility Tax Increase for Solid Waste, Wastewater & Water
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In the Mayor's 2024 Proposed Budget, a temporary utility tax increase of 1% was included to bridge the funding gap in the General Fund. In order to implement this proposal, SMC 08.10.030 must be updated to read those providing solid waste collection services, operating a public wastewater collection and treatment system and selling or furnishing water for hire will be taxed at 21% of gross income. This ordinance includes a provision for automatically reverting back to the original tax rate on Jan 1, 2025.
Proposed Council Action	Approve the ordinance revision on Nov 27, 2023
Fiscal Impact Total Annual Cost: \$2.4M 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? 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	

ORDINANCE NO. C36468

AN ORDINANCE relating to the City of Spokane's Utility Tax; amending the Spokane Municipal Code (SMC) section 08.10.030(A)(3), (4) and (7) and setting an effective date.

WHEREAS, the City of Spokane Utility Tax rate for Water, Wastewater and Solid Waste services shall be temporarily increased in the amount of One (1%) percent for a total utility tax rate of twenty-one (21%) percent, beginning January 1, 2024, through December 31, 2024; and

WHEREAS, effective January 1, 2025, the temporary increase of One (1%) shall terminate without further action by the City Council; and

WHEREAS, effective January 1, 2025, the City's Utility Tax for Water, Sewer and Solid Waste services shall revert to a total utility tax rate of twenty (20%) percent;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: That SMC section 08.10.030 is amended to read as follows:

08.10.030 Business Activities Subject to Tax – Amounts – Effective 1/1/2024 to 12/31/24

A. There is levied upon and shall be collected from all persons engaging in the following utility business activities a utility gross receipts tax or license fee measured by multiplying the rate specified times the gross income as follows:

1. Selling, wheeling, or furnishing electric light or power: Six percent of gross income.
2. Selling, brokering, or furnishing natural or manufactured gas for hire: Six percent of gross income.
3. Providing solid waste collection service: (~~Twenty~~) Twenty-One percent of gross income.
4. Operating a public wastewater collection and treatment system: (~~Twenty~~) Twenty-One percent of gross income.
5. Providing telegraph service: Three and one-half percent of gross income.
6. Engaging in the telephone business: Six percent.

- a. This percentage is taken of gross revenues derived from engaging in the telephone business in the City of Spokane, including one hundred percent of the total gross revenues derived from intrastate toll telephone services so long as the tax is not imposed on that portion of network telephone service, as defined in RCW 82.04.065, which represents charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges or carrier access charges relating to intrastate toll telephone service, or for access to, or charges for interstate services, or charges for network telephone service that is purchased for the purpose of resale.
- b. With respect to any rate affecting cellular taxation, subject also to RCW 35.21.870, no change in the tax rate affects business activities occurring before the effective date of the change, and no change will take effect sooner than sixty days following enactment of any amendatory ordinance.
- c. In the case of cellular telephone service, when the service is provided to a customer roaming outside his normal use cellular network area, gross income for taxation purposes is determined consistent with the taxpayer's accounting system to the location of the originating cell site of the call, or to the location of the main cellular switching office that switched the call.
- d. In the case of cellular telephone service, payments by a customer for the telephone service for telephones without a fixed location shall be allocated among taxing jurisdictions to the location of the customer's principal service address for the period during which the tax applies. There is a presumption that the service address a customer supplies to the taxpayer is accurate and current, unless the taxpayer has knowledge or reason to know the contrary.
- e. If there is a dispute between the City of Spokane and another Washington city imposing a municipal telephone utility tax on cellular service of the same nature as imposed by this chapter, which dispute is limited only to the question of the correct allocation of municipal telephone taxes as between the City of Spokane and some other Washington city, the taxpayer may obtain exoneration from further tax liability, interest, and penalties due and owing to the City of Spokane with respect to the transactions under dispute by tendering the total amount of tax claimed due by the City of Spokane into an escrow account with the City treasurer or as established hereafter by appropriate interlocal agreements under the administrative sponsorship of the Association of Washington Cities. Under these arrangements, the taxpayer remains responsible to adjust its billing records promptly upon

notification under procedures sanctioned through the Association of Washington Cities of the resolution of any dispute encompassed within the terms of this paragraph.

7. Selling or furnishing water for hire: (~~Twenty~~) Twenty-One percent of gross income.
 8. Providing cable, telecommunications, or similar type service to the public, which involves the use of the right-of-way for the installation of wires, cables, fixtures, or other equipment, where not otherwise addressed in this section or prohibited by law: Six percent of gross income.
- B. Subsections (A)(3), (A)(4), and (A)(7) of this section include, so far as permitted by law, the City of Spokane, and the fee or tax imposed applies to the specified business of the entire City service area, except that subsection (A)(3) of this section does not apply to operations or functions undertaken by the City occurring outside the City of Spokane and undertaken by the City as manager of a joint project pursuant to interlocal cooperation agreement.
- C. The taxes imposed in subsections A (1), (2), (3), (5), (6), and (8) do not apply to amounts derived from utility business activities otherwise taxable arising from providing service to customers at locations operated or managed by an airport board pursuant to interlocal agreement arising under the authority of chapter 14.08 RCW, where such locations have been annexed to the City, said annexation taking effect on or after January 1, 2012; provided further, this exclusion does not apply to revenues derived from customers operating municipal solid waste disposal facilities or revenues otherwise taxable from municipal solid waste disposal facility operations.
- D. The increased taxes imposed in sections (A)(3), (A)(4), and (A)(7) of this section are temporary increases from January 1, 2024 through December 31, 2024, after which said increases in sections (A)(3), (A)(4), and (A)(7) of this section shall revert to a total tax of twenty (20%) percent, effective January 1, 2025.

Section 2: That effective January 1, 2025, SMC section 08.10.030 is amended to read as follows:

08.10.030 Business Activities Subject to Tax – Amounts – Effective 1/1/2025

A. There is levied upon and shall be collected from all persons engaging in the following utility business activities a utility gross receipts tax or license fee measured by multiplying the rate specified times the gross income as follows:

1. Selling, wheeling, or furnishing electric light or power: Six percent of gross income.

2. Selling, brokering, or furnishing natural or manufactured gas for hire: Six percent of gross income.
3. Providing solid waste collection service: (~~Twenty-One~~) Twenty percent of gross income.
4. Operating a public wastewater collection and treatment system: (~~Twenty-One~~) Twenty percent of gross income.
5. Providing telegraph service: Three and one-half percent of gross income.
6. Engaging in the telephone business: Six percent.
 - a. This percentage is taken of gross revenues derived from engaging in the telephone business in the City of Spokane, including one hundred percent of the total gross revenues derived from intrastate toll telephone services so long as the tax is not imposed on that portion of network telephone service, as defined in RCW 82.04.065, which represents charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges or carrier access charges relating to intrastate toll telephone service, or for access to, or charges for interstate services, or charges for network telephone service that is purchased for the purpose of resale.
 - b. With respect to any rate affecting cellular taxation, subject also to RCW 35.21.870, no change in the tax rate affects business activities occurring before the effective date of the change, and no change will take effect sooner than sixty days following enactment of any amendatory ordinance.
 - c. In the case of cellular telephone service, when the service is provided to a customer roaming outside his normal use cellular network area, gross income for taxation purposes is determined consistent with the taxpayer's accounting system to the location of the originating cell site of the call, or to the location of the main cellular switching office that switched the call.
 - d. In the case of cellular telephone service, payments by a customer for the telephone service for telephones without a fixed location shall be allocated among taxing jurisdictions to the location of the customer's principal service address for the period during which the tax applies. There is a presumption that the service address a customer supplies to the taxpayer is accurate and current, unless the taxpayer has knowledge or reason to know the contrary.

- e. If there is a dispute between the City of Spokane and another Washington city imposing a municipal telephone utility tax on cellular service of the same nature as imposed by this chapter, which dispute is limited only to the question of the correct allocation of municipal telephone taxes as between the City of Spokane and some other Washington city, the taxpayer may obtain exoneration from further tax liability, interest, and penalties due and owing to the City of Spokane with respect to the transactions under dispute by tendering the total amount of tax claimed due by the City of Spokane into an escrow account with the City treasurer or as established hereafter by appropriate interlocal agreements under the administrative sponsorship of the Association of Washington Cities. Under these arrangements, the taxpayer remains responsible to adjust its billing records promptly upon notification under procedures sanctioned through the Association of Washington Cities of the resolution of any dispute encompassed within the terms of this paragraph.

7. Selling or furnishing water for hire: (~~Twenty-One~~) Twenty percent of gross income.

8. Providing cable, telecommunications, or similar type service to the public, which involves the use of the right-of-way for the installation of wires, cables, fixtures, or other equipment, where not otherwise addressed in this section or prohibited by law: Six percent of gross income.

B. Subsections (A)(3), (A)(4), and (A)(7) of this section include, so far as permitted by law, the City of Spokane, and the fee or tax imposed applies to the specified business of the entire City service area, except that subsection (A)(3) of this section does not apply to operations or functions undertaken by the City occurring outside the City of Spokane and undertaken by the City as manager of a joint project pursuant to interlocal cooperation agreement.

C. The taxes imposed in subsections A (1), (2), (3), (5), (6), and (8) do not apply to amounts derived from utility business activities otherwise taxable arising from providing service to customers at locations operated or managed by an airport board pursuant to interlocal agreement arising under the authority of chapter 14.08 RCW, where such locations have been annexed to the City, said annexation taking effect on or after January 1, 2012; provided further, this exclusion does not apply to revenues derived from customers operating municipal solid waste disposal facilities or revenues otherwise taxable from municipal solid waste disposal facility operations.

Section 3: Effective Date.

This Ordinance shall take effect and be in force on January 1, 2024.

ADOPTED BY THE CITY COUNCIL ON _____

(Delivered to the Mayor on the _____ day of _____ 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/27/2023

Date Rec'd	11/15/2023
Clerk's File #	ORD C36469
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	TAVIS SCHMIDT 6646
Contact E-Mail	TSCHMIDT@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	GU HOUSING – ZONING MAP CHANGE

Agenda Wording

An Ordinance changing the zone from Context Area 4 (CA4) to Residential High Density 55 (RHD-55) for property located at 802 E Sharp Ave. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

Summary (Background)

A rezone request to change the zoning at the above addresses from CA4 to RHD-55 (Context Area 4 with a height limit of 35ft to Residential High Density with a height limit of 55ft) was approved by the Hearing Examiner on July 7, 2023. This rezone changes the allowable uses to be built in this location by removing commercial uses and allowing only residential and institutional uses. It also changes the maximum allowable height of a primary structure from 35ft to 55ft. This rezone was processed as

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

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

Approvals		Council Notifications	
Dept Head	PALMQUIST, TAMI	Study Session\Other	Urban Experience 11/13/23
Division Director	MACDONALD, STEVEN	Council Sponsor	CP Kinnear, CM Bingle
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	tschmidt@spokanecity.org	
For the Mayor	JONES, GARRETT	tpalmquist@spokanecity.org	
Additional Approvals		smacdonald@spokanecity.org	
Purchasing		akiehn@spokanecity.org	

Committee Agenda Sheet Urban Experience

Submitting Department	Development Services Center
Contact Name & Phone	Tavis Schmidt – 625-6646
Contact Email	tschmidt@spokanecity.org
Council Sponsor(s)	CM Bingle; CP Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	GU Housing Rezone – Zoning Map Change
Summary (Background)	<p>Site location – 802 E Sharp Ave. (Parcel no. 35171.2601)</p> <p>A rezone request to change the zoning at the above addresses from CA4 to RHD-55 (Context Area 4 with a height limit of 35ft to Residential High Density with a height limit of 55ft) was approved by the Hearing Examiner on July 7, 2023. This rezone changes the allowable uses to be built in this location by removing commercial uses and allowing only residential and institutional uses. It also changes the maximum allowable height of a primary structure from 35ft to 55ft. This rezone was processed as a Type III application with a public hearing held on May 31, 2023.</p> <p>With City Council’s approval, the zoning map will be updated to reflect this change.</p>
Proposed Council Action & Date:	November 2023; as soon as possible following Council Committee Meeting
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan,	

Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. SMC 17G.060.170(C)(2)

Relevant Facts:

In Chapter 3, Land Use, of the City's Comprehensive Plan:

**Goal LU 3 Efficient Land Use states: Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.*

**Policy LU 1.4 states that higher density residential uses are encouraged closer to Centers and Corridors.*

**Policy LU 3.1 encourages efficient growth and development by focusing growth in areas where adequate services and facilities exist.*

**Policy H 2.4 states that housing should be located in relation to other land uses like employment, transportation, and educational uses.*

**Goal LU 5 Development Character states: promote development in a manner that is attractive, complementary, and compatible with other land uses.*

**Policy LU 5.5 states ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.*

Staff Discussion: The proposed development is housing for students attending Gonzaga University and is owned by the University. Increasing the height to 55 feet at this site would allow development which is compatible with similar buildings and land uses in the area. The land use designation of institutional is compatible with the proposed development. The area is built out with infrastructure and public facilities in place; also, the site is within one block of the center and corridor of Hamilton Street where retail, places of work and transportation systems are plentiful.

ORDINANCE NO. C36469

An Ordinance changing the zone from Context Area 4 (CA4) to High Density Residential 55 (RHD-55) for property located at 802 E Sharp Ave. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

WHEREAS, the Hearing Examiner held a public hearing on this matter on May 31, 2023 on the request of the owner of certain property zoned Context Area 4 (CA4), and generally located at the southeast corner of E. Sharp Ave and N. Cincinnati St. in the City and County of Spokane, State of Washington, and on July 7, 2023, recommended approval of said zone change for said property subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, dated July 7, 2023, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property described as:

SINTO 3RD ADD SUBDIVISION OF BLOCKS F TO J: LOTS 4, 5, & 6 BLK J

in the County of Spokane, State of Washington, with a Residential High Density 55 (RHD-55) Zone.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date

Effective Date