

CITY OF SPOKANE



REGARDING CITY COUNCIL 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 January 8, 2024, 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 January 8, 2024:

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: 2485 288 8830; 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, January 8, 2024. 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, JANUARY 8, 2024

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER ZACK ZAPPONE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KITTY KLITZKE

VACANT POSITION – DISTRICT 2

**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

- | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------|
| <p>1. Pre-approval to Purchase several pieces of bicycle lane maintenance equipment for the Streets Department—\$550,000. (Council Sponsor: Council Member Zappone)
Rick Giddings</p> | <p>Approve</p> | <p>OPR 2024-0003</p> |
| <p>2. Pre-approval to Purchase three used undercover vehicles for the Spokane Police Department’s TACOPS Team—\$90,000. (Council Sponsor: Council Member Zappone)
Rick Giddings</p> | <p>Approve</p> | <p>OPR 2024-0004</p> |
| <p>3. Purchase from the Douglas County, Washington, Sheriff’s Office of a used 2018 Dodge Charger police vehicle for the Spokane Police Department—\$8,736 (incl. tax). (Council Sponsor: Council Member Zappone)
Rick Giddings</p> | <p>Approve</p> | <p>OPR 2024-0005</p> |
| <p>4. Grant Agreement with the Washington Military Department and the U.S. Department of Homeland Security accepting the State and Local Cyber Security Grant Program Award for installation of network firewalls through the Inter-Agency Firewall</p> | <p>Approve</p> | <p>OPR 2024-0006</p> |

Initiative—\$77,000. (Council Sponsor: Council Member Bingle)

Michael Sloon

- | | | | |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------------------------|
| 5. | Contract with Structured Communication Systems, Inc. (Clackamas, OR) for the purchase of Cohesity Nodes with support, 2 years of Cohesity Dataprotect and Professional Services from December 11, 2023, through December 11, 2026—\$259,434.26 (plus tax). (Council Sponsor: Council Member Bingle) | Approve | OPR 2024-0007 |
| | Michael Sloon | | |
| 6. | Grant Agreement with Habitat for Humanity (Spokane) to fund homebuyer acquisition costs through the existing Shared Equity Program administered under City Contract No. OPR 2021-0094—\$2,000,000. (Council Sponsor: Council President Wilkerson) | Approve | OPR 2024-0008 |
| | Michelle Murray | | |
| 7. | Low Bid of Inland Asphalt Company (Spokane Valley, WA) for the 29th/Washington/Monroe/Lincoln Grind and Overlays project—\$4,970,970. An administrative reserve of \$497,097, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Bingle) | Approve | OPR 2024-0009
ENG 2022065 |
| | Dan Buller | | |
| 8. | Low Bid of Shamrock Paving, Inc., (Spokane) for the Haven Street Grind and Overlay project—\$1,695,000. An administrative reserve of \$169,500, which is 10% of the contract price, will be set aside. (Hillyard Neighborhood) (Council Sponsor: Council Member Bingle) | Approve | OPR 2024-0010
ENG 2021094 |
| | Dan Buller | | |
| 9. | Low Bid of Northwest Grading, Inc. (Spokane) for the Marshall Road Transmission Main Phase 2 project—\$2,517,831.90. An administrative reserve of \$251,783.19, which is 10% of the contract price, will be set aside. (Grandview/Thorpe Neighborhood) (Council Sponsor: Council Member Bingle) | Approve | OPR 2024-0011
ENG 2022082 |
| | Dan Buller | | |
| 10. | Low Bid of DW Excavating, Inc. (Davenport, WA) for the Marshall Road Transmission Main Phase 3 project—\$3,446,314 (plus tax). An administrative reserve of \$344,631.40 (plus tax), which is 10% of the contract price, will be set aside. (Latah/Hangman Neighborhood) (Council Sponsor: Council Member Bingle) | Approve | OPR 2024-0012
ENG 2022083 |
| | Dan Buller | | |
| 11. | Memorandum Of Understanding with the Spokane County Public Defender’s Office to exchange conflict of interest cases, including felony conflict cases sent to the City from January 1, 2023, through | Approve | OPR 2024-0013 |

December 31, 2024—\$50,000 Revenue. (Council Sponsor: Council Member Cathcart)

Nick Antush

- 12. Contract with SHI International, Inc. (Somerset, NJ) for Microsoft Enterprise Agreement software and support selected through Sourcewell Contract No. 081419-SHI from January 1, 2024, through December 31, 2026—\$1,045,885.05 annually. (Council Sponsor: Council Member Zappone)

Michael Sloon

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

- 14. City Council Meeting Minutes: _____, 2023.



LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36482 Relating to Short-Term Rental Occupancy Fee, amending SMC section 8.02.090, adopting a new section 8.02.091 of chapter 08.02 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Tonya Wallace

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0001 Resolution and companion Budget Funding Agreement for use of funds
OPR 2024-0014 from Traffic Calming Measures Fund for labor and acquisition of
equipment dedicated to cleaning and plowing of bike lanes—\$950,000.
(Council Sponsors: Council Members Zappone and Cathcart)
Abigail Martin
- RES 2024-0002 Appointing Council Members to boards and commissions for 2024.
(Council Sponsors: Council President Wilkerson and Council Member
Zappone)
Giacobbe Byrd
- RES 2024-0003 Adopting various amendments to the City Council's Rules of Procedure.
(Council Sponsors: Council President Wilkerson and Council Member
Zappone)
Giacobbe Byrd
- RES 2024-0004 Approving the appointment of Erin Hut as the Director of
Communications and Marketing for the City of Spokane. (Council
Sponsors: Council President Wilkerson and Council Member Zappone)
Ryan Couch
- RES 2024-0005 Approving the appointment of Michael Piccolo as the City Attorney for
the City of Spokane. (Council Sponsors: Council President Wilkerson
and Council Member Zappone)
Zack Zappone
- ORD C36421 Vacating Conklin Street south of the south line of 8th Avenue and more
particularly described in the ordinance. (First Reading held July 31,
2023) (Council Sponsor: Council President Wilkerson)
Eldon Brown
- ORD C36477 Relating to the grant acceptance process and amending SMC 07.19.010
of Title 07.19 of the Spokane Municipal Code. (Council Sponsors:
Council President Wilkerson and Council Member Stratton)
Michelle Murray

FIRST READING ORDINANCES

- ORD C36422 Vacating the alley between 4th Avenue and 5th Avenue, from the east line
(As Amended) of Washington Street to the west line of Bernard Street. (Original First
Reading held July 31, 2023) (Council Sponsors: Council President
Wilkerson and Council Member Zappone)
Eldon Brown

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for January 8, 2024
(per Council Rule 2.1.2)**

ADJOURNMENT

The January 8, 2024, Regular Legislative Session of the City Council will be held and is adjourned to January 22, 2024.

NOTE: There is no meeting scheduled for Monday, January 15, 2024, as this day is the designated Dr. Martin Luther King, Jr. Day Holiday.

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 mlowmaster@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:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Date Rec'd 12/27/2023

Clerk's File # OPR 2024-0003

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept	FLEET SERVICES	Project #	
------------------------	----------------	------------------	--

Contact Name/Phone	RICK GIDDINGS 625-7706	Bid #	
---------------------------	------------------------	--------------	--

Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Requisition #	RE20394-20399
-----------------------	---------------------------	----------------------	---------------

Agenda Item Type	Purchase w/o Contract		
-------------------------	-----------------------	--	--

Council Sponsor(s)	ZZAPPONE		
---------------------------	----------	--	--

Agenda Item Name	PRE-PURCHASE OF STREETS BIKE LANE MAINT. EQUIPMENT		
-------------------------	----------------------------------------------------	--	--

Agenda Wording

Purchase of Bike Lane Maintenance Equipment from multiple vendors.

Summary (Background)

Fleet is seeking pre-purchase approval for several pieces of bicycle lane maintenance equipment for the Street Department. Equipment includes units similar to: 1 Flexigo Sweeper with Sander and Snow Blade: ~\$175,000
 1 Caterpillar 242D3 Skid Steer: ~\$65,000 1 Eterra Boom Arm with Flail and Sickle Mower Attachments: ~\$45,000
 2 Ford F550 4WD Flatbed Trucks: ~\$175,000 2 Dura Haul 6x12 Dump Trailers: ~\$28,000 1 Towmaster 14' Flatbed Trailer: ~\$12,000

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 550,000.00
------------	---------------

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

Traffic Calming budget has been allocated for this purchase. Competitive contracts and bidding were used to ensure fair pricing.

Amount

Budget Account

Expense	\$ 550,000.00	# 1380-24100-94000-56401-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	01/08/2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	<u>CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pre-purchase of Streets Bike Lane Maintenance Equipment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Fleet is seeking pre-purchase approval for several pieces of bicycle lane maintenance equipment for the Street Department. Equipment includes units similar to:</p> <ul style="list-style-type: none"> 1 Flexigo Sweeper with Sander and Snow Blade: ~\$175,000 1 Caterpillar 242D3 Skid Steer: ~\$65,000 1 Eterra Boom Arm with Flail and Sickle Mower Attachments: ~\$45,000 2 Ford F550 4WD Flatbed Trucks: ~\$175,000 2 Dura Haul 6x12 Dump Trailers: ~\$28,000 1 Towmaster 14' Flatbed Trailer: ~\$12,000 <p>Total cost of all equipment including sales tax and commissioning is not to exceed \$550,000.</p>
Fiscal Impact	<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$550,000</u></p> <p style="padding-left: 20px;">Current year cost: \$550,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$0</p> <p>Narrative: <u>\$550,000 of 2023 Traffic Calming funds have been allocated to purchase this equipment. Budget will be carried over to 2024.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? No</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.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
	What impacts would the proposal have on historically excluded communities? None identified.
	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? Data will not be collected.
	How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Equipment lifecycle cost data is collected by fleet for future analysis.

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?
Aligns with Centralized Fleet Policy and CIP.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Date Rec'd 12/27/2023

Clerk's File # OPR 2024-0004

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept	FLEET SERVICES	Project #	
------------------------	----------------	------------------	--

Contact Name/Phone	RICK GIDDINGS 625-7706	Bid #	
---------------------------	------------------------	--------------	--

Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Requisition #	BUDGET IN 2024
-----------------------	---------------------------	----------------------	----------------

Agenda Item Type	Purchase w/o Contract		
-------------------------	-----------------------	--	--

Council Sponsor(s)	ZZAPPONE		
---------------------------	----------	--	--

Agenda Item Name	PRE-PURCHASE APPROVAL FOR 3 USED UNDERCOVER VEHICLES		
-------------------------	------------------------------------------------------	--	--

Agenda Wording

Fleet would like Pre-Purchase Approval for up to 3 used undercover vehicles for SPD's TACOPS team.

Summary (Background)

Fleet Services requests pre-purchase approval for certain vehicles to reduce the risk that vehicles identified for purchase will be sold prior to obtaining City Council Approval. SPD's TACOPS team purchases a few used vehicles each year to rotate into their undercover investigations fleet. Our intent is to purchase up to 3 late model, low mileage used vehicles not to exceed SPD's 2024 budget amount of \$90,000 for these units including sales tax, commissioning, and applicable trade in value.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 90,000.00

Current Year Cost \$ 90,000.00

Subsequent Year(s) Cost \$

Narrative

All used vehicles are inspected for condition and valued by Fleet Services using NADA and market price comparisons.

Amount

Budget Account

Expense	\$ 90,000.00	# 1560-17200-94000-56404
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	01/08/2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	<u>CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pre-Purchase Approval for 2024 TACOPS Used Vehicles
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Fleet would like pre-purchase approval for up to 3 used undercover vehicles for SPD's TACOPS team. Total cost including applicable trade in value and sales tax is not to exceed \$90,000.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$90,000</u> Current year cost: \$90,000 Subsequent year(s) cost: \$0	
Narrative: <u>Pre-approval is necessary to avoid identified vehicles being sold prior to approval process. Specific year, make, model, and cost information is unknown at this time.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Unknown	
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.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None Identified.	
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? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Lifecycle cost data is collected by Fleet Services for comparison.	
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? Aligns with Centralized Fleet Policy and CIP.	



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Date Rec'd 12/26/2023

Clerk's File # OPR 2024-0005

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept	FLEET SERVICES	Project #	
------------------------	----------------	------------------	--

Contact Name/Phone	RICK GIDDINGS 625-7706	Bid #	
---------------------------	------------------------	--------------	--

Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Requisition #	RE020375
-----------------------	---------------------------	----------------------	----------

Agenda Item Type	Purchase w/o Contract		
-------------------------	-----------------------	--	--

Council Sponsor(s)	ZZAPPONE		
---------------------------	----------	--	--

Agenda Item Name	PURCHASE OF USED DODGE CHARGER FOR SPD		
-------------------------	----------------------------------------	--	--

Agenda Wording

Purchase of one used 2018 Dodge Charger from Douglas County. This vehicle will help supplement SPD's vehicle needs for operational vehicles.

Summary (Background)

Fleet Services would like to purchase 1 used 2018 Dodge Charger Police vehicle for SPD from the Douglas County Sherriff's Office. Total cost including sales tax will be \$8,736. This will help to fill SPD's need for serviceable vehicles until severely delayed new vehicle orders arrive.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 8,736.00
------------	-------------

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

Price support was obtained via Kelly Blue Book and market comparables. Purchase price of this vehicle is an exceptional value at less than half of market value.

Amount

Budget Account

Expense	\$ 8,736.00	#	5902-79115-94000-56404-99999
---------	-------------	---	------------------------------

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

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

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

	\$	#	
--	----	---	--

	\$	#	
--	----	---	--

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100-Purchase of Used Vehicle for SPD
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase 1 used 2018 Dodge Charger Police vehicle for SPD from the Douglas County Sherriff's Office. Total cost including sales tax will be \$8,736. This will help to fill SPD's need for serviceable vehicles until severely delayed new vehicle orders arrive.
Proposed Council Action	Approve Purchase
Fiscal Impact	
Total Cost: <u>\$8,736</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: SPD SIP Insurance Recoveries	
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? No Impact Identified.	
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? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Lifecycle cost data is collected by Fleet to ensure cost effectiveness.	
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? Aligns with Centralized Fleet Policy.	

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Consent**Date Rec'd**

11/28/2023

Clerk's File #

OPR 2024-0006

Renews #**Cross Ref #****Council Meeting Date:** 01/08/2024**Submitting Dept**

INNOVATION & TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

JBINGLE

Agenda Item Name

(10/16) 5300 STATE & LOCAL CYBER SECURITY GRANT PROGRAM (SLGCP)

Agenda Wording

Acceptance of the State and Local Cyber Security Grant Program (SLGCP) Award. Grant funding for Inter-Agency Firewall Initiative. City of Spokane ITSD awarded \$77,000 to install network firewalls. Grant agreement start date 12/01/2022 - 01/31/2025.

Summary (Background)

SLGCP grant funding has been approved for Inter-Agency Firewall Initiative. This project will install network firewalls between COS & SREC & Spokane County interconnected networks. COS, Spokane County & Spokane Regional Emergency Communications (SREC) are interconnected agencies. The network boundary between these agencies & the City of Spokane is not visible to our existing security monitoring solutions & the network boundaries are not protected on the COS side of the network trust relationship.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ \$77,000

Current Year Cost \$ \$77,000

Subsequent Year(s) Cost \$

Narrative

Dan Wordell will be the SME on this grant and is responsible for management and compliance with all grant requirements. This is a one-time grant that will be fully expended in 2024. There is no matching requirement on the grant.

Amount**Budget Account**

Revenue \$ 77,000

5300-97311-99999-33397-99999

Expense \$ 17,000

5300-97311-18850-54201-99999

Expense \$ 60,000

5300-97311-94180-56409-99999

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

preparedness.grants@mil.wa.gov	Contract Accounting - ddaniels@spokanecity.org
Legal - mharrington@spokanecity.org	Purchasing - cwahl@spokanecity.org
IT - itadmin@spokanecity.org	Tax & Licenses
contracts@office@mil.wa.gov and CC	Accounting - ywang@spokanecity.org
CC - Jocelyn.Overby@mil.wa.gov.	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Dan Wordell, 625-6456
Contact Email	dwordell@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10/16/2023
Agenda Item Name	State and Local Cybersecurity Grant Program (SLGCP) Award for: Inter-Agency Firewall Initiative
Summary (Background)	SLGCP grant funding has been approved for the Inter-Agency Firewall Initiative. This project will install network firewalls between the City of Spokane and SREC and Spokane County interconnected networks. City of Spokane, Spokane County and Spokane Regional Emergency Communications (SREC) are interconnected agencies. The network boundary between these agencies and the City of Spokane is not visible to our existing security monitoring solutions and the network boundaries are not protected on the City of Spokane side of the network trust relationship.
Proposed Council Action & Date:	Approval/Pass Council on October 30 th , 2023
Fiscal Impact: Total Cost: \$77,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring – Annual Specify funding source: ITSD 5300-73150-18850-54820: \$77,000 Revenue: ITSD 5300-73150-99999-33397-99999: \$77,000 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring - Annual Other budget impacts: none	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – IT Related, Data Security	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – IT Related, Data Security	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – IT Related, Data Security	

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

Not applicable- IT related, Data Security

**Washington Military Department
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Spokane, City of 808 W Spokane Falls Blvd Spokane, WA 99201		2. Grant Agreement Amount: \$77,000		3. Grant Agreement Number: E24-216			
4. Subrecipient Contact, phone/email: Del Murphy, 509-625-6982 dimurphy@spokanecity.org		5. Grant Agreement Start Date: December 1, 2022		6. Grant Agreement End Date: January 31, 2025			
7. Department Contact, phone/email: Jocelyn Overby, 253-512-7226 jocelyn.overby@mil.wa.gov		8. Unique Entity Identifier (UEI): PDNCLY8MYJN3		9. UBI # (state revenue): 328-013-877			
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)							
11. Federal Funding Identification #: EMW-2022-CY-00017		12. Federal Award Date: 12/21/2022		13. Assistance Listings # & Title: 97.137 – 22SLCGP			
14. Total Federal Award Amount: \$3,666,530		15. Program Index # & OBJ/SUB-OBJ: 725C3 (State), 725C4 (Local-Rural), 725C5 (Local-Not Rural) / NZ			16. EIN 91-6001280		
17. Service Districts: BY LEGISLATIVE DISTRICTS: 3, 4, 6 BY CONGRESSIONAL DISTRICTS: 5		18. Service Area by County(ies): Spokane		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____			
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency				
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER				
24. PURPOSE & DESCRIPTION: The goal of the Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity Grant Program (22SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. security. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services. The Department is the Recipient and Pass-through Entity of the 22SSLCGP DHS Award Letter for Grant No. EMW-2022-CY-00017 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.							
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachments D), Budget (Attachment E), Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.							
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> 1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget </td> <td style="width:50%; vertical-align: top;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference. </td> </tr> </table>						1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference.
1. Applicable federal and state statutes and regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget	4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference.						
WHEREAS, the parties have executed this Agreement on the day and year last specified below.							
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:				
_____ Signature Regan Anne Hesse, Chief Financial Officer Washington Military Department			_____ Signature Nadine Woodward, Mayor City of Spokane				
Date			Date				
BOILERPLATE APPROVED TO FORM: Alex Staub 10/25/2023 Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Signature Date				

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Del Murphy	Name	Jocelyn Overby
Title	Senior Network Engineer	Title	Program Coordinator
Email	dimurphy@spokanecity.org	Email	jocelyn.overby@mil.wa.gov
Phone	509-625-6982	Phone	253-512-7226
Name	Chris McDonald	Name	Sierra Wardell
Title	Network Engineer	Title	Financial Operations Section Manager
Email	cmcdonald@spokanecity.org	Email	sierra.wardell@mil.wa.gov
Phone	509-625-6734	Phone	253-512-7121
Name	Dan Wordell	Name	Grant Miller
Title	Information Security Officer	Title	Program Assistant
Email	dwordell@spokanecity.org	Email	grant.miller@mil.wa.gov
Phone	509-625-6456	Phone	253-512-7145

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22SLCGP, including, but not limited to, all criteria, restrictions, and requirements of *“The Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2022 State and Local Cybersecurity Grant Program”* (hereafter “the NOFO”) document, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22SLCGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22SLCGP Program, including, but not limited to, all criteria, restrictions, and

requirements of the NOFO , the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22SLCGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.

- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of

the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment F), except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers among solution area totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to solution area totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report (in the format provided by the Department) describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

- iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);
 - D. Assistance Listings Number (Face Sheet, Box 13);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
- e. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- f. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2CFR200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award..

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;

- iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
 - e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

B. SLCGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Work Plan (Attachments D) and the Subrecipient's approved application for funding incorporated into this Agreement.
2. Subrecipients are required to complete the Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr>, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs by December 1, 2023, to benchmark and measure progress of improvement in their cybersecurity posture. Completion should continue annually per the Timeline (Attachment F). For more information, visit [Nationwide Cybersecurity Review \(NCSR\) \(cisecurity.org\)](#).
3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's [Cyber Hygiene Information Page](#).
4. Subrecipients may retain a maximum of up to five percent of the Grant agreement Amount for management and administration (M&A) activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 22SLCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22SLCGP Award Letter and its incorporated documents, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in “covered transactions” by any federal department or agency. “Covered transactions” include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries’ “*Debarred Contractor List*” (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services’ “*Debarred Vendor List*” (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, “*Disclosure Form to Report Lobbying*,” in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is

responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "*Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States*"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or

- she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*,” and any implementing regulations issued by the awarding agency.
 - 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension*.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy

and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
- 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
- 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- 16) Pursuant to Executive Order 13858 “*Strengthening Buy-American Preferences for Infrastructure Projects*,” and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

- b. The Department reserves the right to review the Subrecipient’s procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department’s or the Subrecipient’s responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the

Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods

delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22SLCGP Award Letter
EMW-2022-CY-00017**

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2022-CY-00017

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program has been approved in the amount of \$3,666,530.00. As a condition of this award, you are required to contribute a cost match in the amount of \$407,393.00 of non-Federal funds, or 10 percent of the total approved project costs of \$4,073,923.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 State and Local Cybersecurity Grant Program Notice of Funding Opportunity
- Information Bulletin 479: Updated Fiscal Year 2022 State and Local Cybersecurity Grant Program Allocation Amounts

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PAMELA SUSAN WILLIAMS

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

GRANTEE: Washington Military Department
PROGRAM: State and Local Cybersecurity Grant Program
AGREEMENT NUMBER: EMW-2022-CY-00017-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	SLCGP Performance Goal
Article III	Cybersecurity Plan Pending Submission and Approval
Article IV	Committee Membership List Pending Submission or Approval
Article V	DHS Standard Terms and Conditions Generally
Article VI	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article VII	General Acknowledgements and Assurances
Article VIII	Acknowledgement of Federal Funding from DHS
Article IX	Activities Conducted Abroad
Article X	Age Discrimination Act of 1975
Article XI	Americans with Disabilities Act of 1990
Article XII	Best Practices for Collection and Use of Personally Identifiable Information
Article XIII	Civil Rights Act of 1964 - Title VI
Article XIV	Civil Rights Act of 1968
Article XV	Copyright
Article XVI	Debarment and Suspension

Article XVII	Drug-Free Workplace Regulations
Article XVIII	Duplication of Benefits
Article XIX	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XX	Energy Policy and Conservation Act
Article XXI	False Claims Act and Program Fraud Civil Remedies
Article XXII	Federal Debt Status
Article XXIII	Federal Leadership on Reducing Text Messaging while Driving
Article XXIV	Fly America Act of 1974
Article XXV	Hotel and Motel Fire Safety Act of 1990
Article XXVI	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXVII	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXVIII	Lobbying Prohibitions
Article XXIX	National Environmental Policy Act
Article XXX	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXXI	Non-Supplanting Requirement
Article XXXII	Notice of Funding Opportunity Requirements
Article XXXIII	Patents and Intellectual Property Rights
Article XXXIV	Procurement of Recovered Materials
Article XXXV	Rehabilitation Act of 1973
Article XXXVI	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXVII	Reporting Subawards and Executive Compensation
Article XXXVIII	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Article XXXIX	SAFECOM
Article XL	Terrorist Financing
Article XLI	Trafficking Victims Protection Act of 2000 (TVPA)
Article XLII	Universal Identifier and System of Award Management
Article XLIII	USA PATRIOT Act of 2001
Article XLIV	Use of DHS Seal, Logo and Flags
Article XLV	Whistleblower Protection Act
Article XLVI	Environmental Planning and Historic Preservation (EHP) Review
Article XLVII	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVIII	Acceptance of Post Award Changes
Article XLIX	Disposition of Equipment Acquired Under the Federal Award
Article L	Prior Approval for Modification of Approved Budget
Article LI	Indirect Cost Rate

Article I - Summary Description of Award

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: \$3,666,530 for the state of Washington. Of this amount, up to \$183,326 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$407,393 is the required cost share.

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article II - SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article III - Cybersecurity Plan Pending Submission and Approval

FEMA has placed a funding hold on \$3,486,554 in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down these funds.

To release this hold, the recipient is required to submit a Cybersecurity Plan for approval by CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required for Cybersecurity Plan approval.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article IV - Committee Membership List Pending Submission or Approval

FEMA has placed a funding hold on this award, and the amount of \$3,486,554 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down funds until the Committee Membership List is submitted and approved.

To release this hold, the recipient is required to submit the Committee Membership List, and receive approval of the Membership List from CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required to release this hold.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article V - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on [dhs.gov](https://www.dhs.gov) at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article VI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article VII - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VIII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IX - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article X - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XI - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and

ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XV - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XVI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXIII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIV - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXVI - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVIII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXI - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXIII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIV - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVIII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXIX - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XL - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XLI - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLIII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIV - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLVI - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLIX - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article L - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article LI - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	\$165,066.00
Fringe Benefits	\$62,724.00
Travel	\$10,210.00
Equipment	\$0.00
Supplies	\$946.00
Contractual	\$3,806,028.00
Construction	\$0.00
Indirect Charges	\$28,949.00
Other	\$0.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMW-2022-CY-00017-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX00743N2023T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell	PHONE NO. 2535127121	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 12/21/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 12/01/2022 To: 11/30/2026 Budget Period 12/01/2022 11/30/2026			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
State and Local Cybersecurity Grant Program	97.137	2023-IF-PA11-P410- -4101-D	\$0.00	\$3,666,530.00	\$3,666,530.00	See Totals
			\$0.00	\$3,666,530.00	\$3,666,530.00	\$407,393.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) State and Local Cybersecurity Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Thu Dec 22 16:08:53 UTC 2022	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA SUSAN WILLIAMS,					DATE Wed Dec 21 20:58:37 UTC 2022	

WORK PLAN

FY 2022 State and Local Cybersecurity Grant Program

PROJECT #1 TITLE *Inter-Agency Firewall Initiative*

PROJECT DESCRIPTION

Currently, the City of Spokane, Spokane County and Spokane Regional Emergency Communications (SREC) are interconnected agencies. The network boundary between these agencies and the City of Spokane is not visible to our existing security monitoring solutions and we have no telemetry into the network communications that traverse this path both incoming and outgoing. Additionally, the network boundary is not protected on our side of the network trust relationship.

This project is to remediate the shortfalls mentioned above by installing firewalls between network connected local government agencies. This will give us the ability to monitor the critical network traffic that supports the Spokane Police Department, Spokane Fire Department, Municipal Courts, and other essential city functions while enhancing our overall security posture.

GAP BEING ADDRESSED

The Gap being addressed is the lack of firewalls on the City's side of the network trust and by extension not being able to analyze network traffic crossing the connections leading to a lack of network monitoring and defense.

Previous SAO audit identified the need for additional controls to address the gap in network monitoring. In addressing the identified risk, this project was scoped out. We are acutely aware of the risk our connection to these agencies poses and are very much wanting to reduce our exposure. The best way to do this is to put in place firewalls between the City of Spokane and its intrinsic partners.

IMPACT

The impact of this project will be closing the loop on a significant area of risk for the City of Spokane. By putting these firewalls in place, we will add increased visibility, functionality, security, and fault tolerance to the resources we share with our connected partners. Once the firewalls are physically installed, configured, and put into production this project will be finished. As far as ongoing costs and support are concerned, we will be providing regular operating system upgrades to the hardware and will engage professional services as needed for future alterations but are not within the current scope of initial build.

OUTCOME

The outcome of this project will be the creation of a security buffer zone between the City and its connected partners. All stakeholders in this project are dedicated to being the best stewards of critical services and data we can be, and wherever possible want to create secure, resilient, and low risk environments. This project on completion will exponentially help in our efforts to achieve these goals.

BUDGET
FY 2022 State and Local Cybersecurity Grant Program

City of Spokane

AGREEMENT AMOUNT \$77,000

	SOLUTION AREA						M&A	TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE			
PROJECT #1	Salaries & Benefits	\$0	\$0		\$0	\$0	\$0	\$0
	Supplies	\$0	\$0		\$0	\$0	\$0	\$0
	Travel/Per Diem	\$0	\$0		\$0	\$0	\$0	\$0
	Contractor/Consultant	\$2,000	\$15,000		\$0	\$0	\$0	\$17,000
	Passthrough	\$0	\$0	\$0	\$0	\$0		\$0
	Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Equipment			\$60,000				\$60,000
	SUBTOTAL	\$2,000	\$15,000	\$60,000	\$0	\$0	\$0	\$77,000
	Indirect							\$0
	TOTAL	\$2,000	\$15,000	\$60,000	\$0	\$0	\$0	\$77,000

TIMELINE

FY 2022 State and Local Cybersecurity Grant Program

<i>DATE</i>	<i>TASK</i>
December 1, 2022	Grant Agreement start date
NLT December 1, 2023	Complete NCSR
January 5, 2024	Submit Progress Report <i>* time period 12/1/2022 - 12/31/2023</i>
July 15, 2024	Submit Progress Report <i>* time period 1/1/2024 - 6/30/2024</i>
NLT December 30, 2024	Complete NCSR
January 31, 2025	Grant Agreement end date
March 17, 2025	Submit Final Reimbursement Request and Closeout Report

<i>October 1st annually</i>	Nationwide Cybersecurity Review (NCSR) opens for input https://www.cisecurity.org/ms-isac/services/ncsr
-----------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Date Rec'd 11/28/2023

Clerk's File # OPR 2024-0007

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept	INNOVATION & TECHNOLOGY	Project #	
------------------------	-------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	WA DES# 05116
---------------------------	------------------	--------------	---------------

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR# 25726
-----------------------	------------------------	----------------------	-----------

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	JBINGLE		
---------------------------	---------	--	--

Agenda Item Name	11/27 PIES - 5300 STRUCTURED - COHESITY REPLACEMENT NODES		
-------------------------	-----------------------------------------------------------	--	--

Agenda Wording

Contract with Structured Communication Systems for the purchase of Cohesity Nodes with support, 3 years of Cohesity Dataprotect and Professional Services. Contract term 12/11/2023 through 12/11/2026 for a total cost of \$259,434.26 plus tax.

Summary (Background)

New contract purchase with Structured Communication Systems for a Cohesity Node with support, three (3) years of Cohesity Dataprotect Subscription and Professional Services. This purchase is needed to replace the current Cohesity Nodes that have reached their end of life. The cost of the entire purchase will be \$259,434.26 plus applicable sales tax. Utilizing WA State DES Contract # 05116 (NASPO contract# AR2472) providing government pricing.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$259,434.26 + sales tax

Current Year Cost \$ \$259,434.26 + sales tax

Subsequent Year(s) Cost \$ N/A

Narrative

Cohesity Backup appliances nodes with licensing and maintenance for three years.

Amount

Budget Account

Expense	\$ 259,434.26 + Sales tax	# 5310-73100-94180-56409
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
-------------------------	----------------

<u>Division Director</u>	SLOON, MICHAEL
---------------------------------	----------------

<u>Accounting Manager</u>	BUSTOS, KIM
----------------------------------	-------------

<u>Legal</u>	HARRINGTON,
---------------------	-------------

<u>For the Mayor</u>	JONES, GARRETT
-----------------------------	----------------

Additional Approvals

Distribution List

Accounting - ywang@spokanecity.org	Contract Accounting - ddaniels@spokanecity.org
------------------------------------	------------------------------------------------

Legal - mharrington@spokanecity.org	Purchasing - cwahl@spokanecity.org
-------------------------------------	------------------------------------

IT - itadmin@spokanecity.org	Tax & Licenses
------------------------------	----------------

Structured-Casey Richmond-	
----------------------------	--

--	--

--	--

--	--

--	--

--	--

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES) Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 11/27/2023
Agenda Item Name	5300 Structured – Cohesity Replacement Nodes
Summary (Background)	New contract purchase with Structured Communication Systems for a Cohesity Node with support, three (3) years of Cohesity Dataprotect Subscription and Professional Services. This purchase is needed to replace the current Cohesity Nodes that have reached their end of life. The cost of the entire purchase will be \$259,434.26 plus applicable sales tax. Utilizing WA State DES Contract # 05116 (NASPO contract# AR2472) providing government pricing and selection of the vendor.
Proposed Council Action & Date:	Pass/Approval from Council on December 11 th , 2023.
<p>Fiscal Impact: \$259,434.26 plus sales tax Total Cost: \$259,434.26 plus sales tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 5310-73100-94180-56409</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable – annual hardware/software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable – annual software/hardware maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – annual software/hardware maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Not applicable – annual software/hardware maintenance	

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: 11/13/23

Type of expenditure:

Goods

Services

Department: IT

Approving Supervisor: Michael Sloon

Amount of Proposed Expenditure: 282,783.34 including tax

Is this against a master agreement? If yes, please provide the number:

Funding Source 5310-73100-94180-56409

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

Why is this expenditure necessary now?

This expenditure is necessary to replace our Cohesity nodes that will be End of Life (EOL) in Q1 2024.

What are the impacts if expenses are deferred?

The City will not have vendor support and maintenance for Cohesity nodes that provide server and data backups for city business systems. EOL Cohesity nodes will not be supported by the Cohesity vendor.

What alternative resources have been considered?

There are no other alternatives.

Description of the goods or service and any additional information?

The Cohesity appliances provide server and data backups for city business systems.

Person Submitting Form/Contact: Cylas Engeland

Division Director:

Michael Sloon

CFO Signature:

Tonya Wallace

City Administrator Signature:

Garrett Jones

Additional Comments:

Certificate Of Completion

Envelope Id: 671BDC45A18441BB8DFDC9E77BB1EF1B	Status: Completed
Subject: Complete with DocuSign: Cohesity Expenditure Control Form 2023.pdf	
Source Envelope:	
Document Pages: 1	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Julian Hunt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	jhunt@spokanecity.org
	IP Address: 73.254.88.213

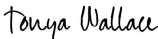
Record Tracking

Status: Original	Holder: Julian Hunt	Location: DocuSign
11/14/2023 1:21:38 PM	jhunt@spokanecity.org	

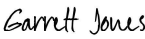
Signer Events

Signer Events	Signature	Timestamp
michael sloon msloon@spokanecity.org ITSD Director City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 11/14/2023 1:28:55 PM Resent: 11/14/2023 1:39:45 PM Viewed: 11/14/2023 2:51:27 PM Signed: 11/14/2023 2:51:36 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/14/2023 1:30:17 PM
 ID: 0d5610e3-af14-46b7-ad36-d15cf72c5a83

Tonya Wallace twallace@spokanecity.org Chief Financial Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 11/14/2023 2:51:37 PM Viewed: 11/20/2023 9:53:22 AM Signed: 11/20/2023 9:53:38 AM
------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------

Electronic Record and Signature Disclosure:
 Accepted: 3/11/2020 2:33:35 PM
 ID: 876f6b4e-9d29-48e4-af73-8cc67d87dfa1

Garrett Jones gjones@spokanecity.org Director, Parks and Recreation City of Spokane Parks Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.3.8	Sent: 11/20/2023 9:53:39 AM Viewed: 11/20/2023 9:54:40 AM Signed: 11/20/2023 9:54:58 AM
------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------

Electronic Record and Signature Disclosure:
 Accepted: 11/20/2023 9:54:40 AM
 ID: 8b8e365a-f8ef-4608-8829-2c8a0deb9fa4

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carlos Plascencia cplascencia@spokanecity.org City of Spokane Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"> COPIED </div>	Sent: 11/20/2023 9:54:58 AM Viewed: 11/20/2023 12:38:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	11/14/2023 1:28:55 PM
Envelope Updated	Security Checked	11/14/2023 1:39:44 PM
Envelope Updated	Security Checked	11/14/2023 1:39:44 PM
Certified Delivered	Security Checked	11/20/2023 9:54:40 AM
Signing Complete	Security Checked	11/20/2023 9:54:58 AM
Completed	Security Checked	11/20/2023 9:54:58 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.



City of Spokane

CONTRACT

Title: **COHESITY NODES,
SUBSCRIPTION AND SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **STRUCTURED COMMUNICATION SYSTEMS, INC.**, whose address is 9200 SW Sunnybrook Blvd., Suite 300, Clackamas, Oregon 97015, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Cohesity Node with support, three (3) years of Cohesity Dataprotect Subscription and Professional Services, in accordance with Company's Quote dated November 16, 2023, attached as Exhibit B. Company has been selected through NASPO Master Agreement AR2472, Master Contract No. 05116. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin December 11, 2023, and run through December 11, 2026, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** The City shall pay the Company **TWO HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED THIRTY-FOUR AND 26/100 DOLLARS (\$259,434.26)**, plus tax, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of

the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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

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

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

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

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

**STRUCTURED COMMUNICATION
SYSTEMS, INC.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
 - Exhibit B – Company's November 16, 2023 Quote
- 23-239

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

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

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

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

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

EXHIBIT B

Company Name: **City of Spokane**
 Contact: **Mike Sloon**
 Email: msloon@spokanecity.org
 Phone: **(509) 625-6460**



Account Executive: **Craig Schurter**
 23403 East Mission Ave., Suite 216 - Spokane, WA 99019 - 509.926.3601
 Toll Free 800.881.0962 - Order Fax 888.729.0997

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
-----------	-------------	-------------	------	-----------------	-----------------	-----------------

Cohesity to Replace EOL Nodes for City of Spokane - 3-Years Prepaid

*Priced per NASPO contract #AR2472, Washington Master Contract # 05116 with additional discounting

1		C5036 Four Node Block (qty 1)		\$31,670.00		\$29,357.06
2		<i>Three Year Premium Support</i>		<i>\$11,214.00</i>		<i>\$9,944.28</i>
3		Three Year Cohesity Dataprotect Subscriptions for 96TB		\$491,040.00		\$216,457.92
4		Cohesity Professional Services		\$3,750.00		\$3,675.00

Subtotal Before Shipping and Tax **\$259,434.26**

Ground Shipping Estimate: **\$0.00**

Sales Tax Estimate: **\$23,349.08**

GRAND TOTAL: **\$537,674.00** **\$282,783.34**

*This Quote constitutes an offer to provide products and/or services on the terms and conditions set forth herein, which incorporate Cohesity's End User License Agreement and other applicable agreements which can be found at www.cohesity.com/agreements.

*Cohesity products are NCNR (non-cancellable, non-returnable)

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
Solution Line Item Detail:						
<u>C5036 Four Node Block (qty 1)</u>						
5	C5036-10G-SFP-4-491	C5036-SFP Four (4) Node Block with 144 \$25,439.55 TB Secure Erase HDD, 6.4 TB PCI-e Flash, 512 GB RAM, 16x 10GbE SFP+ PCIe, 4x IPMI; Hardware Only	1	\$31,150.00	\$28,908.58	\$28,908.58
6	CBL-10G-SFP-003-491	Cable, 10G, SFP+, Twinax, 3m	8	\$65.00	\$56.06	\$448.48
<u>SUBTOTAL</u>						<u>\$29,357.06</u>
<u>Three Year Premium Support</u>						
7	CS-P-C5036-10G-SFP-4-491	Premium (24x7) Support for C5036-10G-SFP-4	1	\$11,214.00	\$9,944.28	\$9,944.28
<u>SUBTOTAL</u>						<u>\$9,944.28</u>
<u>Three Year Cohesity Dataprotect Subscriptions for 96TB</u>						
8	SVC-DATAPROTECT-491	Cohesity DataProtect Service Subscription \$156,715.20 (1 TB). Backup and Recovery across onprem and cloud workloads. Subscription per TB of usable storage capacity. 3 years	96	\$5,115.00	\$2,254.77	\$216,457.92
<u>SUBTOTAL</u>						<u>\$216,457.92</u>
<u>Cohesity Professional Services</u>						
9	PS-HW-REFRESH-491	PS hardware refresh (end-of life hardware replacement service), Install software on 1 chassis, up-to-4 nodes	1	\$3,750.00	\$3,675.00	\$3,675.00
<u>SUBTOTAL</u>						<u>\$3,675.00</u>
Prepared by: <u>Devyn Mascott (LQ)</u>						
Please contact the person listed above at Structured for any questions regarding this quotation.						

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
-----------	-------------	-------------	------	-----------------	-----------------	-----------------

Notes:

- Client acknowledges and agrees that the by signing this quotation, issuing a purchase order referencing this quotation, or otherwise accessing or utilizing the solution outlined in this quotation that the Structured Communication Systems, Inc. Standard Terms and Conditions, which can be found at <http://www.structured.com/terms/>, apply to this and all quotations. Further, the Client acknowledges and agrees that the use, title, interest, rights and warranties associated with the solution outlined in this quotation are governed by the applicable manufacturer end-user license agreement, software license agreement, subscription agreement, warranty terms and/or maintenance/support contract.
- Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the state into which the solution is being shipped. Freight may be taxable, depending upon state regulations. Please note that pricing outlined in this quotation does not include tariffs or any other international or national tax or duty (if any) that may be levied against some or all of the products by the applicable manufacturer at the time of procurement by Structured for the benefit of the Client. As such, any such tariffs, taxes or duties are the sole responsibility of the Client and will be passed through by Structured to the Client at the time of invoicing.
- Net 20 day terms are available with approved credit. Structured will accept pre-payment or Visa/MasterCard without approved credit; please note that all credit card transaction will also incur a three percent (3%) transaction fee. All quotes and proposals are calculated using US Dollars.
- Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes or material changes in circumstances that affect the scope of services proposed herein. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.
- Remit To Address:** 9200 SE Sunnybrook Blvd., Suite 300, Clackamas OR, 97015

This quotation contains information that is privileged and confidential. The information contained in this quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or orders@structured.com

Please fill out all of the below information to ensure that your order is processed as efficiently as possible.

Signature: _____ Date: _____

Shipping Address:	Billing Address:
Street:	
City, ST Zip:	
Contact:	
Phone:	
Email:	

Preferred Shipping Method: Ground _____ 2nd Day _____ Overnight _____
Date Needed:

Customer Reference / Purchase Order Number: _____

Bridging People, Business & Technology
Ask us about our high-quality Internet Security, Connectivity, Storage and Access Offerings...



< Business Lookup

License Information:

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

Entity name: STRUCTURED COMMUNICATION SYSTEMS, INC.

Business name: STRUCTURED COMMUNICATION SYSTEMS INC

Entity type: [Profit Corporation](#)

UBI #: 601-478-854

Business ID: 001

Location ID: 0003

Location: Active

Location address: 9200 SE SUNNYBROOK BLVD
STE 250
CLACKAMAS OR 97015-5764

Mailing address: 9200 SE SUNNYBROOK BLVD
STE 250
CLACKAMAS OR 97015-5764

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Bainbridge Island General Business - Non-Resident				On Hold	Dec-31-2023	Feb-12-2020
Castle Rock General Business - Non-Resident	888.0			On Hold	Dec-31-2023	May-08-2019
Spokane General Business - Non-Resident	T12088451BUS			Active	Dec-31-2023	Oct-15-2012

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

Governing people	Title
FOWLER, RONALD	

Registered Trade Names



Registered trade names

Status

First issued

Registered trade names

Status

First issued

STRUCTURED COMMUNICATION SYSTEMS, INC. Active

Jan-25-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/5/2023 9:17:34 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)

1/4/2023

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

PRODUCER (OR) Heffernan Insurance Brokers 5100 S Macadam Ave., Suite 440 Portland OR 97239 License#: 0564249 STRUCOM-01	CONTACT NAME: PHONE (A/C, No, Ext): 503-226-1320 FAX (A/C, No): 503-226-1478 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit Insurance Company</td> <td>41840</td> </tr> <tr> <td>INSURER C : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D : The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER E : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER F : Hiscox Insurance Company Inc.</td> <td>10200</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Massachusetts Bay Insurance Company	22306	INSURER B : Allmerica Financial Benefit Insurance Company	41840	INSURER C : Hanover Insurance Company	22292	INSURER D : The Hanover Insurance Company	22292	INSURER E : Philadelphia Indemnity Insurance Company	18058	INSURER F : Hiscox Insurance Company Inc.
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Massachusetts Bay Insurance Company	22306													
INSURER B : Allmerica Financial Benefit Insurance Company	41840													
INSURER C : Hanover Insurance Company	22292													
INSURER D : The Hanover Insurance Company	22292													
INSURER E : Philadelphia Indemnity Insurance Company	18058													
INSURER F : Hiscox Insurance Company Inc.	10200													
INSURED Structured Communication Systems, Inc. 9200 SE Sunnybrook Blvd., Ste 250 Clackamas OR 97015														

COVERAGES **CERTIFICATE NUMBER:** 393909020 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA STOP GAP <input checked="" type="checkbox"/> \$1MM/\$1MM/\$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZD2J26951300	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	AW2J26960800	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UH2J26951700	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 Prod/Comp Ops Agg \$ 8,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			W22J21659100 WM2J26954000	1/1/2023 1/1/2023	1/1/2024 1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E F	Tech E&O and Cyber Excess Tech E&O \$5M XS \$5M Employee Dishonesty			LH2J26958200 PHSD1767248 UC2469029723	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	Aggregate Limit \$5,000,000 Aggregate Limit \$5,000,000 Limit \$1,000,000

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

Excluded individual, Worker's Compensation Policy #W22J21659100: Ronald Fowler
 RE: As per contract or agreement on file with insured. The City of Spokane, its agents, officers and employees are included as an additional insured (primary and non-contributory) on the General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on the General Liability and Auto Liability policies per the attached endorsement, if required. The Waiver of Subrogation has been requested from the auto carrier and if approved will be forwarded when received.

CERTIFICATE HOLDER **CANCELLATION**

City of Spokane 808 W. Spokane Falls Blvd. Spokane WA 99201-3316	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:
 - (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
 - (2) Premises you own, rent, lease or occupy; or
 - (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:
 - (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

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

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (d) 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 I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages A or B 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.

(3) 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:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) 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 of 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

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. 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 \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Consent**Date Rec'd**

12/19/2023

Clerk's File #

OPR 2024-0008

Renews #**Cross Ref #****Council Meeting Date:** 01/08/2024**Submitting Dept**

ACCOUNTING

Project #**Contact Name/Phone**

MICHELLE 625-6320

Bid #**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

Requisition #

CR 25806

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON

Agenda Item Name

(12/4) - 5600-ACCOUNTING-HOME BUYER DOWN PAYMENT ASSISTANCE

Agenda Wording

The ARPA Accounting team would like to finalize the recommendation to award the funding to Habitat for Humanity to fund homebuyer acquisition costs through their existing Shared Equity Program administered under OPR 2021-0094.

Summary (Background)

On January 11, 2022 City Council approved Tranche 1 of the ARPA Allocation that allocated \$2,000,000 solely for a down payment assistance program for first-time homebuyers with incomes below 80 percent of the average median income. On October 19, 2022 the City issued a Notice of Intent of Award Sole Source to Habitat for Humanity.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$2,000,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

ARPA allocation made in 2022

Amount**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Homebuyer Down Payment Assistance Award
Summary (Background)	On January 11, 2022 City Council approved Tranche 1 of the ARPA Allocation that allocated \$2,000,000 for solely for a down payment assistance program for first-time homeowners with incomes below 80 percent of the average median income. On October 19, 2022 the City issued a Notice of Intent of Award Sole Source to Habitat for Humanity. The ARPA Accounting team would like to finalize the recommendation to award the funding to Habitat for Humanity to fund homebuyer acquisition costs through their existing Shared Equity Program administered under OPR 2021-0094.
Proposed Council Action	Approve award recommendation
Fiscal Impact Total Cost: <u>\$2,000,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act 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? All information to be collected is to be done by the rules and regulations of the institution facilitating the funds.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Will be administered through OPR 2021-0094	
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? Aligns with ARPA workgroup and subcommittee direction.	



City of Spokane

**GRANT AGREEMENT
HABITAT**

Title: HOMEBUYER DOWN PAYMENT
ASSISTANCE

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and HABITAT FOR HUMANITY - SPOKANE, whose address is 1805 East Trent Avenue, Spokane, WA 99202, as ("Grantee"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City desires to support and promote Spokane Housing Affordability and Spectrum of Equity Building Affordable Housing Options;

WHEREAS, the City is authorized to expend funds for such activity under Ordinance C36163, passed March 7, 2022 and;

WHEREAS, the Organization has the expertise and desire to promote and encourage addressing housing disparities for the City of Spokane; -- Now, Therefore,

The parties agree as follows:

1. DESCRIPTION OF WORK.

The Grantee shall perform the following work or services for the City:

Fund home buyer acquisition costs associated with the Shared Equity Program under OPR 2021-0094 .

The Grantee represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the region, in effect at the time those services are performed.

2. TERM. This Agreement is effective upon signature and shall end on June 30, 2024

3. COMPENSATION. The City shall pay the Grantee an amount not to exceed Two Million and No/100 DOLLARS, (\$2,000,000.00) for the purpose of home buyer acquisition costs associated with their Shared Equity Program and will be full compensation for the services provided for under in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

4. **PAYMENT.** Payment of funds shall be made via direct deposit/ACH to a trust account within thirty (30) days after receipt of the Grantee's application for payment except as provided by state law. Any fees or expenses incurred by the transfer or otherwise will be the sole responsibility of the Grantee.
5. **TERMINATION.** Either party may terminate this Agreement, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Grantee for all work previously authorized and performed prior to the termination date.
6. **OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Grantee shall be safeguarded by the Grantee. The Grantee shall make such data, documents and files available to the City upon the City's request. If the City's use of the Grantee's records or data is not related to this project, it shall be without liability or legal exposure to the Grantee.
7. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
8. **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor relationship will be created by this Agreement.
9. **INDEMNIFICATION.** The Grantee 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 Grantee's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Grantee 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 Grantee'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 Grantee, its agents or employees. The Grantee specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Grantee's own employees against the City and, solely for the purpose of this indemnification and defense, the Grantee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Grantee recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. **INSURANCE.** During the term of the Agreement, the Grantee shall maintain in force at its own expense, the following insurance coverages:
 - A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;

- 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 provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Grantee's services to be provided under this Agreement; and
- 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 or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Grantee or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Grantee shall furnish an acceptable Certificate of Insurance (COI) to the City at the time of the Grant Award.

- 11. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Grantee agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Grantee.
- 12. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Grantee shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Grantee does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 13. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
- 14. **AUDIT / RECORDS.** The Grantee and its sub-companies shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Grantee and its sub-companies shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.
- 15. **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.

16. **CONFLICT OF INTEREST:** The GRANTEE agrees to abide by the provisions of 2 CFR 200.112, which include (but are not limited to) the following:

- A. GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- C. No covered persons who exercise or have exercised any functions or responsibilities with respect to CRF-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CRF-assisted activity, or with respect to the proceeds from the CRF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- D. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

17. **MISCELLANEOUS PROVISIONS.**

- A. **ASSIGNMENTS.** Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.
- B. **DISPUTES.** This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. **SEVERABILITY.** In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. **AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement.

HABITAT FOR HUMANITY - SPOKANE	CITY OF SPOKANE:
By: _____ (signature)	By: _____ (signature)

Print Name: _____ Title: _____ Date: _____ Email: _____	Print Name: _____ Title: _____ Date: _____
------------------------------------------------------------------	--------------------------------------------------

APPROVED: _____ Assistant City Attorney	ATTEST: _____ City Clerk
---------------------------------------------------	------------------------------------

Attachments that are part of this Agreement:

- Attachment A - Debarment Certificate
- Attachment B - ARPA Terms and Conditions
- General Terms and Conditions

ATTACHMENT A

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

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

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

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

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

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

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

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

ATTACHMENT A– ARP/CSLFRF CFDA 21.027 FUNDING
American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

12/21/22

Date

Jaclyn Clabby - General Counsel
print name and title



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Date Rec'd 12/18/2023

Clerk's File # OPR 2024-0009

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2022065
------------------------	----------------------	------------------	---------

Contact Name/Phone	DAN BULLER 625-6391	Bid #	
---------------------------	---------------------	--------------	--

Contact E-Mail	DBULLER@SPOKANECITY.ORG	Requisition #	CR25782
-----------------------	-------------------------	----------------------	---------

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	JBINGLE		
---------------------------	---------	--	--

Agenda Item Name	11/27 0370 – LOW BID AWARD – 29TH/WA/MONROE G&OS (2022065) -		
-------------------------	--------------------------------------------------------------	--	--

Agenda Wording

Low Bid of Inland Asphalt Company (Spokane Valley, WA) for the 29th/Washington/Monroe/Lincoln Grind and Overlays in the amount of \$4,970,970.00. An administrative reserve of \$497,097.00, which is 10% of the contract, will be set aside. (Various

Summary (Background)

On December 11, 2023 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$4,970,970.00, which is \$2,023,699.70 or 29% under the Engineer's Estimate of \$6,997,669.70. Four other bids were received as follows: Shamrock Paving Inc. - \$5,074,409.30; Poe Asphalt Paving - \$5,282,033.95; Inland Infrastructure LLC - \$5,865,112.00; and DW Excavating, Inc. - \$5,873,416.40.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 5,468,067.00
------------	-----------------

Current Year Cost	\$ 5,468,067.00
-------------------	-----------------

Subsequent Year(s) Cost	\$ 0
-------------------------	------

Narrative

Amount	Budget Account
Expense \$ 5,468,067.00	# 3200 95164 95300 56501 86119
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BULLER, DAN

Division Director

FEIST, MARLENE

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

SMITHSON, LYNDEN

Additional Approvals

Purchasing

PRINCE, THEA

Distribution List

	eraea@spokanecity.org
publicworksaccounting@spokanecity.org	ddaniels@spokanecity.org
eraea@spokanecity.org	kgoodman@spokanecity.org
pyoung@spokanecity.org	jgraff@spokanecity.org
jared.boucher@inlandnw.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Committee Date	11-27-23
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Market/Monroe/29 th , 29 th /Washington/Monroe/Lincoln G&O Projects
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> This briefing paper is an update to a briefing paper for the above named projects which appeared on the April PIES agenda. Most of the information is the same but because it will have been more than 6 months since it appeared on PIES, this updated briefing paper is being submitted. These two projects grind & overlay multiple arterials throughout the city as shown on the attached exhibits and includes ADA ramp replacement and full depth pavement repairs where needed. Total length of street between both projects is approx. 5.5 miles These projects are mostly fed funded (grant). These projects will be coordinated with various other area projects.
Proposed Council Action	None at this time. Following bid opening, we will bring construction contracts for both projects to council for approval. These projects are planned to advertise in November, 2023 and be constructed in the spring/summer/fall of 2024.
Fiscal Impact	
Total Cost: <u>Market/Monroe/29th – engineer’s est is approx. \$4.8M, 29th/Washington/Monroe/Lincoln engineer’s est. is approx. \$6.5M</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Federal grant (majority) & arterial street fund (what isn’t covered by the grant)	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

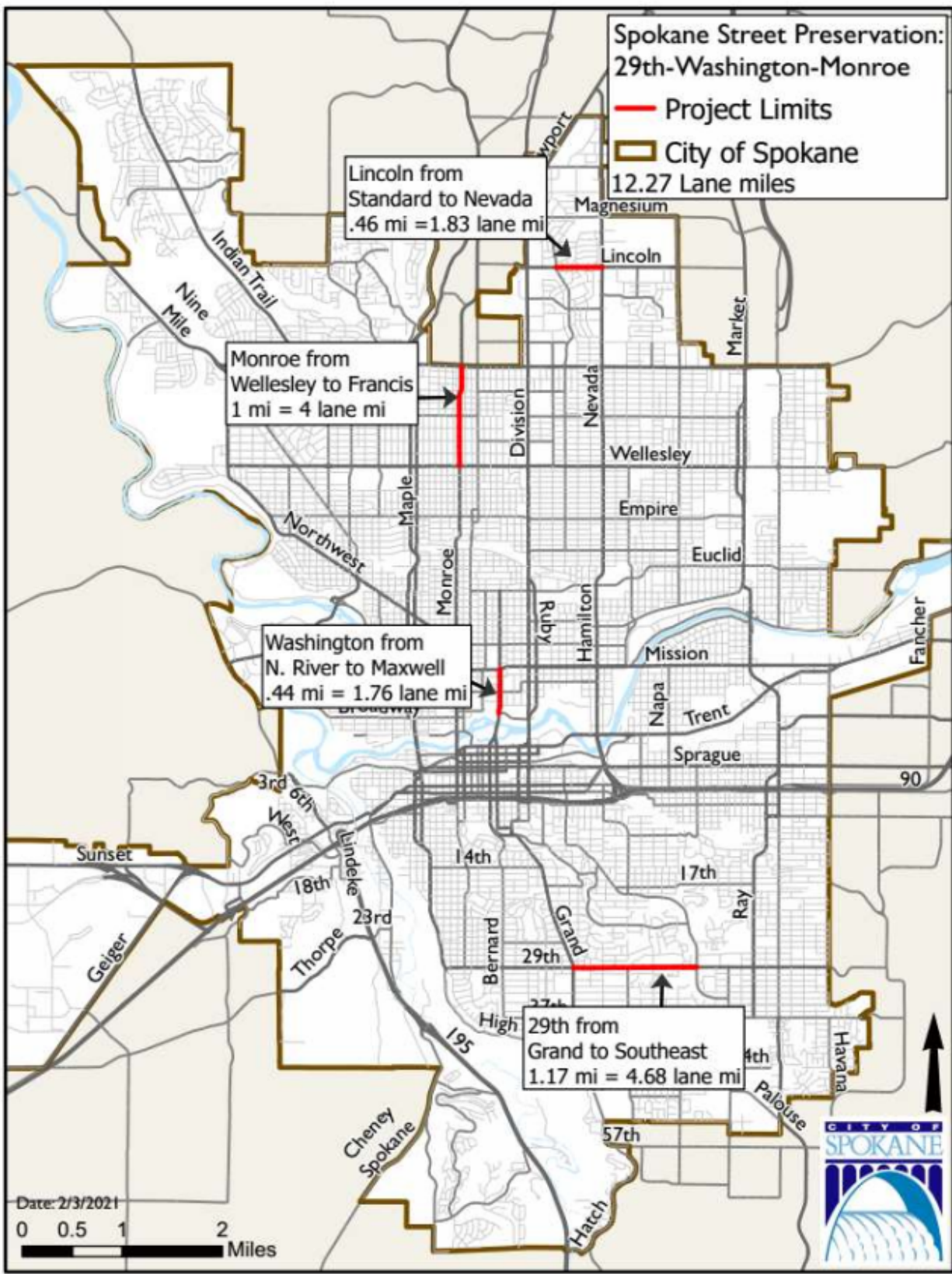
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

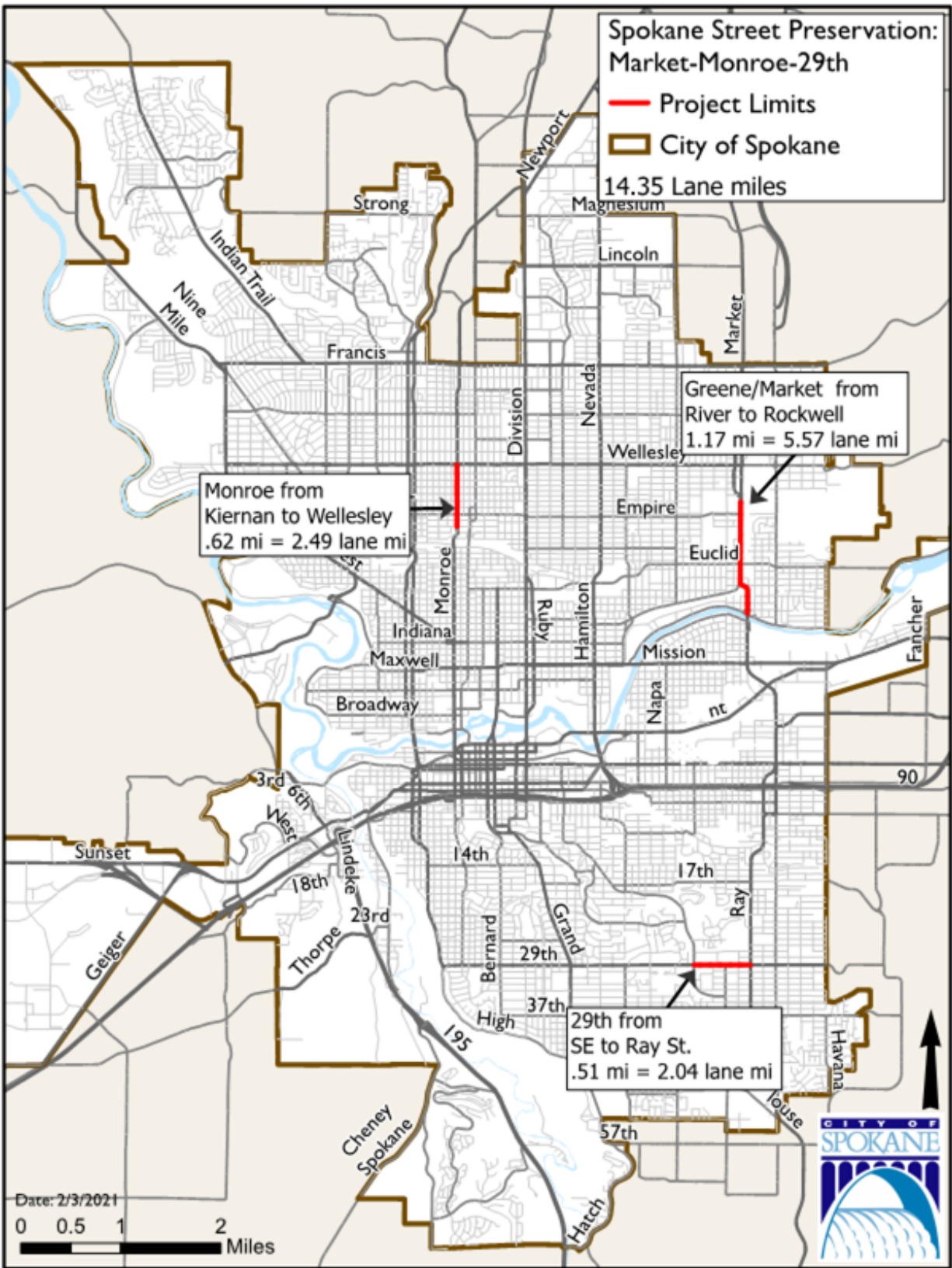
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.





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: 11/28/23

Type of expenditure: Construction

Goods Services

Department: Engineering Services

Approving Supervisor: Dan Buller

Amount of Proposed Expenditure: \$6,500,000 (engineer's estimate)

Is this against a master agreement? If yes, please provide the number:

Funding Source Federal grant (\$4M), arterial street fund (remainder)

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

Why is this expenditure necessary now?

This expenditure is need now due to the condition of the roads and the availability of a large federal grant.

What are the impacts if expenses are deferred?

This roadway project is about 65% grant funded. Failure to construct this project now would mean a loss of grant funds.///

What alternative resources have been considered?

This roadway project is about 65% grant funded. A higher level of grant funding could not be secured. There are no alternatives.

Description of the goods or service and any additional information?

Grind and overlay multiple arterials: 29th - Grand to Southeast Blvd, Washington - Spokane River to Maxwell, Monroe - Wellesley to Francis, Lincoln - Standard to Nevada

Person Submitting Form/Contact: Dan Buller

Division Director:

Marlene Faust

CFO Signature:

Tonya Wallace

City Administrator Signature:

Garrett Wallace
Garrett Wallace (Nov 28, 2023 09:07 PST)

Additional Comments:

Project name is G&O - 29th, Washington, Monroe, Lincoln (2022065)











ECF for Signature - 29th/Washington/Monroe/Lincoln Grind and Overlays

Final Audit Report

2023-11-28

Created:	2023-11-28
By:	Brittany Kraft (bkraft@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3U_2GEuFUDAQOfzAwPqDEMhd4Toa3cpw

"ECF for Signature - 29th/Washington/Monroe/Lincoln Grind and Overlays" History

-  Document created by Brittany Kraft (bkraft@spokanecity.org)
2023-11-28 - 3:13:21 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature
2023-11-28 - 3:14:00 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)
2023-11-28 - 4:40:37 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)
Signature Date: 2023-11-28 - 4:40:47 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-11-28 - 4:40:50 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-11-28 - 4:46:56 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-11-28 - 4:47:06 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2023-11-28 - 4:47:07 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)
2023-11-28 - 5:07:06 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-11-28 - 5:07:19 PM GMT - Time Source: server- IP address: 198.1.39.252

✔ Agreement completed.

2023-11-28 - 5:07:19 PM GMT



Adobe Acrobat Sign



City of Spokane

PUBLIC WORKS CONTRACT

Title: **29TH AVENUE/WASHINGTON/MONROE/
LINCOLN GRIND AND OVERLAYS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INLAND ASPHALT COMPANY**, whose address is 5111 East Broadway Avenue, Spokane Valley, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **29TH AVENUE/WASHINGTON/MONROE/LINCOLN GRIND AND OVERLAYS.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2022065 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$4,970,970.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the

industrial statistician of the State Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City.

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:

- a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

18. **EXECUTIVE ORDER 11246.**

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items

produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

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

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

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

INLAND ASPHALT COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule A-1
- 23-270

PAYMENT BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR MILLION NINE HUNDRED SEVENTY THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$4,970,970.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **29TH AVENUE/WASHINGTON/MONROE/LINCOLN GRIND AND OVERLAYS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR MILLION NINE HUNDRED SEVENTY THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$4,970,970.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **29TH AVENUE/WASHINGTON/MONROE/LINCOLN GRIND AND OVERLAYS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

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

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

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 21,700.00	\$ 21,700.00
2	TRAINING	400.00 HR	\$ 64.45	\$ 25,780.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 501.00	\$ 501.00
5	POTHOLING	12.00 EA	\$ 1,070.00	\$ 12,840.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 30,000.00	\$ 30,000.00
7	MOBILIZATION	1.00 LS	\$ 347,323.93	\$ 347,323.93
8	WORK ZONE SAFETY CONTINGENCY	1.00 FA	\$ 20,000.00	\$ 20,000.00
9	TRAFFIC CONTROL SUPERVISOR	1.00 LS	\$ 102,400.00	\$ 102,400.00
10	PEDESTRIAN TRAFFIC CONTROL	1.00 LS	\$ 17,400.00	\$ 17,400.00
11	FLAGGERS	160.00 HR	\$ 77.00	\$ 12,320.00
12	OTHER TRAFFIC CONTROL LABOR	2,884.00 HR	\$ 79.00	\$ 227,836.00
13	CONSTRUCTION SIGNS CLASS A	4,556.00 SF	\$ 10.70	\$ 48,749.20

14	SEQUENTIAL ARROW SIGNS	2,520.00 HR	\$	2.20	\$	5,544.00
15	OTHER TEMPORARY TRAFFIC CONTROL	1.00 LS	\$	30,700.00	\$	30,700.00
16	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1.00 LS	\$	33,700.00	\$	33,700.00
17	SPECIAL SIGNS	840.00 SF	\$	16.00	\$	13,440.00
18	TYPE III BARRICADE	136.00 EA	\$	80.25	\$	10,914.00
19	CLEARING AND GRUBBING	1.00 LS	\$	19,250.00	\$	19,250.00
20	TREE ROOT TREATMENT	18.00 EA	\$	540.00	\$	9,720.00
21	TREE PROTECTION ZONE	17.00 EA	\$	85.00	\$	1,445.00
22	REMOVE TREE, CLASS I	2.00 EA	\$	1,750.00	\$	3,500.00
23	REMOVE TREE, CLASS II	1.00 EA	\$	1,880.00	\$	1,880.00
24	TREE PRUNING	113.00 EA	\$	170.00	\$	19,210.00
25	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	11,225.00	\$	11,225.00
26	REMOVE EXISTING CURB	2,380.00 LF	\$	10.15	\$	24,157.00
27	REMOVE EXISTING CURB AND GUTTER	80.00 LF	\$	10.15	\$	812.00
28	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1,539.00 SY	\$	10.15	\$	15,620.85
29	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	468.00 LF	\$	32.00	\$	14,976.00

30	SAWCUTTING CURB	168.00 EA	\$	42.75	\$	7,182.00
31	SAWCUTTING RIGID PAVEMENT	5,276.00 LFI	\$	1.00	\$	5,276.00
32	SAWCUTTING FLEXIBLE PAVEMENT	20,945.00 LFI	\$	0.40	\$	8,378.00
33	REMOVE UNSUITABLE FOUNDATION MATERIAL	200.00 CY	\$	59.00	\$	11,800.00
34	REPLACE UNSUITABLE FOUNDATION MATERIAL	200.00 CY	\$	69.00	\$	13,800.00
35	VACATED	0.00 VACATED	\$	0.00	\$	0.00
36	CSTC FOR SIDEWALK AND DRIVEWAYS	159.00 CY	\$	133.75	\$	21,266.25
37	CRACK SEALING, 1 INCH TO 3 INCH	9,447.00 LF	\$	3.20	\$	30,230.40
38	CRACK SEALING, 3 INCH TO 6 INCH	400.00 LF	\$	19.25	\$	7,700.00
39	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	94,470.00 SY	\$	11.00	\$	1,039,170.00
40	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	2,702.00 TON	\$	98.65	\$	266,552.30
41	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	40.00 TON	\$	320.00	\$	12,800.00
42	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	158.00 SY	\$	24.54	\$	3,877.32
43	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	10,275.00 SY	\$	24.05	\$	247,113.75
44	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	451.00 SY	\$	43.00	\$	19,393.00

45	PAVEMENT REPAIR EXCAVATION INCL. HAUL	10,486.00 SY	\$	43.20	\$	452,995.20
46	PLANING BITUMINOUS PAVEMENT	94,470.00 SY	\$	3.10	\$	292,857.00
47	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
48	COMPACTION PRICE ADJUSTMENT	1.00 EST	\$	1.00	\$	1.00
49	CEMENT CONCRETE PAVEMENT, 7 IN. THICK	8.00 SY	\$	308.00	\$	2,464.00
50	STORM SEWER PIPE 15 IN. DIA.	610.00 LF	\$	140.00	\$	85,400.00
51	STORM SEWER PIPE 42 IN. DIA.	10.00 LF	\$	1,000.00	\$	10,000.00
52	MANHOLE - 48 IN.	5.00 EA	\$	5,200.00	\$	26,000.00
53	MANHOLE - 72 IN.	1.00 EA	\$	8,200.00	\$	8,200.00
54	CATCH BASIN TYPE 1	4.00 EA	\$	3,450.00	\$	13,800.00
55	RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE	15.00 EA	\$	3,450.00	\$	51,750.00
56	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	24.00 EA	\$	1,400.00	\$	33,600.00
57	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	39.00 EA	\$	1,400.00	\$	54,600.00
58	MH OR DW FRAME AND COVER (STANDARD)	2.00 EA	\$	1,300.00	\$	2,600.00
59	MH OR DW FRAME AND COVER (LOCKABLE)	100.00 EA	\$	1,400.00	\$	140,000.00
60	VALVE BOX AND COVER	87.00 EA	\$	910.00	\$	79,170.00

61	CONNECT 15 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	1,600.00	\$	1,600.00
62	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	18.00 EA	\$	1,300.00	\$	23,400.00
63	CONNECT 42 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	2.00 EA	\$	10,500.00	\$	21,000.00
64	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	4.00 EA	\$	1,400.00	\$	5,600.00
65	MANHOLE TEST (WATER EXFILTRATION OR VACUUM)	6.00 EA	\$	1,500.00	\$	9,000.00
66	CLEANING EXISTING DRAINAGE STRUCTURE	9.00 EA	\$	270.00	\$	2,430.00
67	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50.00 CY	\$	187.00	\$	9,350.00
68	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	200.00 CY	\$	43.00	\$	8,600.00
69	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	200.00 CY	\$	50.00	\$	10,000.00
70	TRENCH SAFETY SYSTEM	1.00 LS	\$	11,300.00	\$	11,300.00
71	CATCH BASIN SEWER PIPE 8 IN. DIA.	581.00 LF	\$	85.50	\$	49,675.50
72	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	4,800.00	\$	4,800.00
73	ESC LEAD	1.00 LS	\$	3,000.00	\$	3,000.00
74	INLET PROTECTION	85.00 EA	\$	107.00	\$	9,095.00
75	STREET CLEANING	32.00 HR	\$	270.00	\$	8,640.00

76	TOPSOIL TYPE A, 2 INCH THICK	511.00 SY	\$	7.40	\$	3,781.40
77	BARK OR WOOD CHIP MULCH	4.00 CY	\$	56.00	\$	224.00
78	ROCK MULCH	12.00 CY	\$	51.00	\$	612.00
79	SOD INSTALLATION	211.00 SY	\$	17.80	\$	3,755.80
80	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	14,000.00	\$	14,000.00
81	CEMENT CONCRETE CURB	2,925.00 LF	\$	53.45	\$	156,341.25
82	CEMENT CONCRETE CURB AND GUTTER	80.00 LF	\$	64.00	\$	5,120.00
83	CHANNELIZING DEVICES - TYPE 4	3.00 EA	\$	320.75	\$	962.25
84	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	5,500.00	\$	5,500.00
85	REFERENCE AND REESTABLISH SURVEY MONUMENT	27.00 EA	\$	527.00	\$	14,229.00
86	ADJUST MONUMENT FRAME AND COVER	19.00 EA	\$	1,025.00	\$	19,475.00
87	CEMENT CONCRETE SIDEWALK	1,594.00 SY	\$	82.50	\$	131,505.00
88	RAMP DETECTABLE WARNING	600.00 SF	\$	39.55	\$	23,730.00
89	RAMP DETECTABLE WARNING RETROFIT	8.00 SF	\$	81.25	\$	650.00
90	TRAFFIC SIGNAL SYSTEM RETROFIT, BOONE AND WASHINGTON	1.00 LS	\$	47,500.00	\$	47,500.00
91	TRAFFIC SIGNAL SYSTEM RETROFIT, MAXWELL AND WASHINGTON	1.00 LS	\$	1,500.00	\$	1,500.00

92	TRAFFIC SIGNAL SYSTEM RETROFIT, PERRY AND 29TH	1.00 LS	\$	10,000.00	\$	10,000.00
93	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	74,300.00	\$	74,300.00
94	REMOVAL OF EXISTING PAVEMENT MARKINGS	68.00 SF	\$	16.00	\$	1,088.00
95	PAVEMENT MARKING - DURABLE HEAT APPLIED	16,622.00 SF	\$	12.80	\$	212,761.60
96	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	16.00 EA	\$	214.00	\$	3,424.00
97	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	32,100.00	\$	32,100.00
Schedule A-1 Subtotal					\$	<u>4,970,970.00</u>
Summary of Bid Items					Bid Total	\$ <u>4,970,970.00</u>

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

Project Number 2022065

Project Description 29th/Washington/Monroe Grind & Overlays **Original Date** 12/13/2023 2:30:00 PM

Project Number: 2022065			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)		POE ASPHALT PAVING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01		Sales tax shall be included in unit prices								
1	ADA FEATURES SURVEYING	1 LS	26,800.00	26,800.00	21,700.00	\$21,700.00	8,000.00	\$8,000.00	16,000.00	\$16,000.00
2	TRAINING	400 HR	500.00	200,000.00	64.45	\$25,780.00	65.00	\$26,000.00	64.00	\$25,600.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	4,000.00	4,000.00	501.00	\$501.00	1,000.00	\$1,000.00	800.00	\$800.00
5	POTHOLING	12 EA	700.00	8,400.00	1,070.00	\$12,840.00	650.00	\$7,800.00	1,100.00	\$13,200.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	51,200.00	51,200.00	30,000.00	\$30,000.00	32,000.00	\$32,000.00	53,700.00	\$53,700.00
7	MOBILIZATION	1 LS	636,100.00	636,100.00	347,323.93	\$347,323.93	350,000.00	\$350,000.00	595,500.00	\$595,500.00
8	WORK ZONE SAFETY CONTINGENCY	1 FA	20,000.00	20,000.00	20,000.00	\$20,000.00	20,000.00	\$20,000.00	20,000.00	\$20,000.00
9	TRAFFIC CONTROL SUPERVISOR	1 LS	315,000.00	315,000.00	102,400.00	\$102,400.00	140,000.00	\$140,000.00	127,000.00	\$127,000.00
10	PEDESTRIAN TRAFFIC CONTROL	1 LS	10,000.00	10,000.00	17,400.00	\$17,400.00	17,000.00	\$17,000.00	17,700.00	\$17,700.00
11	FLAGGERS	160 HR	160.00	25,600.00	77.00	\$12,320.00	75.00	\$12,000.00	78.50	\$12,560.00
12	OTHER TRAFFIC CONTROL LABOR	2884 HR	120.00	346,080.00	79.00	\$227,836.00	77.00	\$222,068.00	80.50	\$232,162.00
13	CONSTRUCTION SIGNS CLASS A	4556 SF	20.00	91,120.00	10.70	\$48,749.20	11.00	\$50,116.00	11.00	\$50,116.00
14	SEQUENTIAL ARROW SIGNS	2520 HR	8.00	20,160.00	2.20	\$5,544.00	2.25	\$5,670.00	2.15	\$5,418.00
15	OTHER TEMPORARY TRAFFIC CONTROL	1 LS	20,000.00	20,000.00	30,700.00	\$30,700.00	75,000.00	\$75,000.00	70,700.00	\$70,700.00
16	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1 LS	40,000.00	40,000.00	33,700.00	\$33,700.00	32,000.00	\$32,000.00	34,200.00	\$34,200.00
17	SPECIAL SIGNS	840 SF	25.00	21,000.00	16.00	\$13,440.00	16.00	\$13,440.00	16.50	\$13,860.00
18	TYPE III BARRICADE	136 EA	150.00	20,400.00	80.25	\$10,914.00	80.00	\$10,880.00	81.50	\$11,084.00
19	CLEARING AND GRUBBING	1 LS	48,800.00	48,800.00	19,250.00	\$19,250.00	15,000.00	\$15,000.00	19,600.00	\$19,600.00
20	TREE ROOT TREATMENT	18 EA	720.00	12,960.00	540.00	\$9,720.00	520.00	\$9,360.00	815.00	\$14,670.00
21	TREE PROTECTION ZONE	17 EA	290.00	4,930.00	85.00	\$1,445.00	85.00	\$1,445.00	315.00	\$5,355.00
22	REMOVE TREE, CLASS I	2 EA	475.00	950.00	1,750.00	\$3,500.00	1,800.00	\$3,600.00	925.00	\$1,850.00
23	REMOVE TREE, CLASS II	1 EA	1,450.00	1,450.00	1,880.00	\$1,880.00	2,000.00	\$2,000.00	1,740.00	\$1,740.00
24	TREE PRUNING	113 EA	325.00	36,725.00	170.00	\$19,210.00	160.00	\$18,080.00	315.00	\$35,595.00
25	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	44,000.00	44,000.00	11,225.00	\$11,225.00	2,000.00	\$2,000.00	11,400.00	\$11,400.00
26	REMOVE EXISTING CURB	2380 LF	12.00	28,560.00	10.15	\$24,157.00	14.00	\$33,320.00	11.00	\$26,180.00
27	REMOVE EXISTING CURB AND GUTTER	80 LF	13.00	1,040.00	10.15	\$812.00	17.00	\$1,360.00	13.00	\$1,040.00
28	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1539 SY	22.00	33,858.00	10.15	\$15,620.85	30.00	\$46,170.00	17.50	\$26,932.50
29	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	468 LF	11.00	5,148.00	32.00	\$14,976.00	5.50	\$2,574.00	32.50	\$15,210.00
30	SAWCUTTING CURB	168 EA	36.00	6,048.00	42.75	\$7,182.00	30.00	\$5,040.00	43.50	\$7,308.00

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

<i>Project Number: 2022065</i>			<i>Engineer's Estimate</i>		INLAND INFRASTRUCTURE LLC (Submitted)		DW EXCAVATING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Tax Classification</i>								
<i>Schedule 01</i>								
Sales tax shall be included in unit prices								
1	ADA FEATURES SURVEYING	1 LS	26,800.00	26,800.00	3,000.00	\$3,000.00	21,500.00	\$21,500.00
2	TRAINING	400 HR	500.00	200,000.00	72.00	\$28,800.00	73.00	\$29,200.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	4,000.00	4,000.00	15,000.00	\$15,000.00	1,000.00	\$1,000.00
5	POTHOLING	12 EA	700.00	8,400.00	715.00	\$8,580.00	475.00	\$5,700.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	51,200.00	51,200.00	65,000.00	\$65,000.00	40,000.00	\$40,000.00
7	MOBILIZATION	1 LS	636,100.00	636,100.00	585,000.00	\$585,000.00	580,000.00	\$580,000.00
8	WORK ZONE SAFETY CONTINGENCY	1 FA	20,000.00	20,000.00	20,000.00	\$20,000.00	20,000.00	\$20,000.00
9	TRAFFIC CONTROL SUPERVISOR	1 LS	315,000.00	315,000.00	200,000.00	\$200,000.00	169,000.00	\$169,000.00
10	PEDESTRIAN TRAFFIC CONTROL	1 LS	10,000.00	10,000.00	19,000.00	\$19,000.00	54,000.00	\$54,000.00
11	FLAGGERS	160 HR	160.00	25,600.00	77.00	\$12,320.00	78.00	\$12,480.00
12	OTHER TRAFFIC CONTROL LABOR	2884 HR	120.00	346,080.00	80.00	\$230,720.00	78.00	\$224,952.00
13	CONSTRUCTION SIGNS CLASS A	4556 SF	20.00	91,120.00	11.00	\$50,116.00	32.00	\$145,792.00
14	SEQUENTIAL ARROW SIGNS	2520 HR	8.00	20,160.00	2.25	\$5,670.00	7.00	\$17,640.00
15	OTHER TEMPORARY TRAFFIC CONTROL	1 LS	20,000.00	20,000.00	30,000.00	\$30,000.00	130,000.00	\$130,000.00
16	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1 LS	40,000.00	40,000.00	34,500.00	\$34,500.00	66,000.00	\$66,000.00
17	SPECIAL SIGNS	840 SF	25.00	21,000.00	17.00	\$14,280.00	32.00	\$26,880.00
18	TYPE III BARRICADE	136 EA	150.00	20,400.00	80.00	\$10,880.00	185.00	\$25,160.00
19	CLEARING AND GRUBBING	1 LS	48,800.00	48,800.00	37,050.00	\$37,050.00	68,000.00	\$68,000.00
20	TREE ROOT TREATMENT	18 EA	720.00	12,960.00	800.00	\$14,400.00	800.00	\$14,400.00
21	TREE PROTECTION ZONE	17 EA	290.00	4,930.00	325.00	\$5,525.00	308.00	\$5,236.00
22	REMOVE TREE, CLASS I	2 EA	475.00	950.00	975.00	\$1,950.00	900.00	\$1,800.00
23	REMOVE TREE, CLASS II	1 EA	1,450.00	1,450.00	1,800.00	\$1,800.00	1,700.00	\$1,700.00
24	TREE PRUNING	113 EA	325.00	36,725.00	325.00	\$36,725.00	310.00	\$35,030.00
25	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	44,000.00	44,000.00	30,000.00	\$30,000.00	13,000.00	\$13,000.00
26	REMOVE EXISTING CURB	2380 LF	12.00	28,560.00	11.00	\$26,180.00	11.00	\$26,180.00
27	REMOVE EXISTING CURB AND GUTTER	80 LF	13.00	1,040.00	11.00	\$880.00	16.00	\$1,280.00
28	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1539 SY	22.00	33,858.00	22.00	\$33,858.00	34.00	\$52,326.00
29	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	468 LF	11.00	5,148.00	30.00	\$14,040.00	6.00	\$2,808.00
30	SAWCUTTING CURB	168 EA	36.00	6,048.00	30.00	\$5,040.00	27.00	\$4,536.00

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

<i>Project Number: 2022065</i>			<i>Engineer's Estimate</i>		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)		POE ASPHALT PAVING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
31	SAWCUTTING RIGID PAVEMENT	5276 LFI	1.80	9,496.80	1.00	\$5,276.00	0.80	\$4,220.80	1.00	\$5,276.00
32	SAWCUTTING FLEXIBLE PAVEMENT	20945 LFI	1.20	25,134.00	0.40	\$8,378.00	0.50	\$10,472.50	0.40	\$8,378.00
33	REMOVE UNSUITABLE FOUNDATION MATERIAL	200 CY	45.00	9,000.00	59.00	\$11,800.00	50.00	\$10,000.00	60.00	\$12,000.00
34	REPLACE UNSUITABLE FOUNDATION MATERIAL	200 CY	50.00	10,000.00	69.00	\$13,800.00	78.00	\$15,600.00	86.00	\$17,200.00
35	VACATED	0 VACATEE	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
36	CSTC FOR SIDEWALK AND DRIVEWAYS	159 CY	165.00	26,235.00	133.75	\$21,266.25	295.00	\$46,905.00	185.00	\$29,415.00
37	CRACK SEALING, 1 INCH TO 3 INCH	9447 LF	2.70	25,506.90	3.20	\$30,230.40	3.50	\$33,064.50	2.15	\$20,311.05
38	CRACK SEALING, 3 INCH TO 6 INCH	400 LF	11.00	4,400.00	19.25	\$7,700.00	19.00	\$7,600.00	10.50	\$4,200.00
39	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	94470 SY	16.00	1,511,520.00	11.00	\$1,039,170.00	11.25	\$1,062,787.50	10.80	\$1,020,276.00
40	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	2702 TON	190.00	513,380.00	98.65	\$266,552.30	110.00	\$297,220.00	27.50	\$74,305.00
41	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	40 TON	575.00	23,000.00	320.00	\$12,800.00	200.00	\$8,000.00	96.65	\$3,866.00
42	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	158 SY	29.00	4,582.00	24.54	\$3,877.32	50.00	\$7,900.00	46.85	\$7,402.30
43	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	10275 SY	48.00	493,200.00	24.05	\$247,113.75	30.00	\$308,250.00	30.85	\$316,983.75
44	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	451 SY	58.00	26,158.00	43.00	\$19,393.00	82.00	\$36,982.00	52.35	\$23,609.85
45	PAVEMENT REPAIR EXCAVATION INCL. HAUL	10486 SY	39.00	408,954.00	43.20	\$452,995.20	32.00	\$335,552.00	42.50	\$445,655.00
46	PLANING BITUMINOUS PAVEMENT	94470 SY	5.00	472,350.00	3.10	\$292,857.00	3.00	\$283,410.00	3.20	\$302,304.00
47	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
48	COMPACTION PRICE ADJUSTMENT	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
49	CEMENT CONCRETE PAVEMENT, 7 IN. THICK	8 SY	255.00	2,040.00	308.00	\$2,464.00	215.00	\$1,720.00	195.00	\$1,560.00
50	STORM SEWER PIPE 15 IN. DIA.	610 LF	120.00	73,200.00	140.00	\$85,400.00	115.00	\$70,150.00	140.00	\$85,400.00
51	STORM SEWER PIPE 42 IN. DIA.	10 LF	130.00	1,300.00	1,000.00	\$10,000.00	1,500.00	\$15,000.00	1,010.00	\$10,100.00
52	MANHOLE - 48 IN.	5 EA	3,700.00	18,500.00	5,200.00	\$26,000.00	6,000.00	\$30,000.00	5,220.00	\$26,100.00
53	MANHOLE - 72 IN.	1 EA	10,800.00	10,800.00	8,200.00	\$8,200.00	9,500.00	\$9,500.00	8,340.00	\$8,340.00
54	CATCH BASIN TYPE 1	4 EA	2,800.00	11,200.00	3,450.00	\$13,800.00	4,000.00	\$16,000.00	3,480.00	\$13,920.00
55	RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE	15 EA	2,000.00	30,000.00	3,450.00	\$51,750.00	1,375.00	\$20,625.00	3,480.00	\$52,200.00
56	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	24 EA	1,100.00	26,400.00	1,400.00	\$33,600.00	1,200.00	\$28,800.00	1,410.00	\$33,840.00

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

<i>Project Number: 2022065</i>			<i>Engineer's Estimate</i>		INLAND INFRASTRUCTURE LLC (Submitted)		DW EXCAVATING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
31	SAWCUTTING RIGID PAVEMENT	5276 LFI	1.80	9,496.80	1.00	\$5,276.00	1.00	\$5,276.00
32	SAWCUTTING FLEXIBLE PAVEMENT	20945 LFI	1.20	25,134.00	0.50	\$10,472.50	0.50	\$10,472.50
33	REMOVE UNSUITABLE FOUNDATION MATERIAL	200 CY	45.00	9,000.00	45.00	\$9,000.00	35.00	\$7,000.00
34	REPLACE UNSUITABLE FOUNDATION MATERIAL	200 CY	50.00	10,000.00	50.00	\$10,000.00	68.00	\$13,600.00
35	VACATED	0 VACATEE	0.00	0.00	0.00	\$0.00	0.00	\$0.00
36	CSTC FOR SIDEWALK AND DRIVEWAYS	159 CY	165.00	26,235.00	175.00	\$27,825.00	250.00	\$39,750.00
37	CRACK SEALING, 1 INCH TO 3 INCH	9447 LF	2.70	25,506.90	3.50	\$33,064.50	2.20	\$20,783.40
38	CRACK SEALING, 3 INCH TO 6 INCH	400 LF	11.00	4,400.00	23.00	\$9,200.00	8.00	\$3,200.00
39	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	94470 SY	16.00	1,511,520.00	12.25	\$1,157,257.50	11.50	\$1,086,405.00
40	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	2702 TON	190.00	513,380.00	31.00	\$83,762.00	29.00	\$78,358.00
41	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	40 TON	575.00	23,000.00	110.00	\$4,400.00	102.00	\$4,080.00
42	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	158 SY	29.00	4,582.00	53.00	\$8,374.00	50.00	\$7,900.00
43	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 4 INCH THICK	10275 SY	48.00	493,200.00	35.00	\$359,625.00	33.00	\$339,075.00
44	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	451 SY	58.00	26,158.00	60.00	\$27,060.00	55.50	\$25,030.50
45	PAVEMENT REPAIR EXCAVATION INCL. HAUL	10486 SY	39.00	408,954.00	55.00	\$576,730.00	63.00	\$660,618.00
46	PLANING BITUMINOUS PAVEMENT	94470 SY	5.00	472,350.00	3.55	\$335,368.50	3.95	\$373,156.50
47	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
48	COMPACTION PRICE ADJUSTMENT	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
49	CEMENT CONCRETE PAVEMENT, 7 IN. THICK	8 SY	255.00	2,040.00	415.00	\$3,320.00	159.00	\$1,272.00
50	STORM SEWER PIPE 15 IN. DIA.	610 LF	120.00	73,200.00	95.00	\$57,950.00	112.00	\$68,320.00
51	STORM SEWER PIPE 42 IN. DIA.	10 LF	130.00	1,300.00	850.00	\$8,500.00	1,140.00	\$11,400.00
52	MANHOLE - 48 IN.	5 EA	3,700.00	18,500.00	7,000.00	\$35,000.00	4,578.00	\$22,890.00
53	MANHOLE - 72 IN.	1 EA	10,800.00	10,800.00	18,000.00	\$18,000.00	11,210.00	\$11,210.00
54	CATCH BASIN TYPE 1	4 EA	2,800.00	11,200.00	4,600.00	\$18,400.00	3,700.00	\$14,800.00
55	RETROFIT TYPE 2 CB WITH FRAME & DUAL VANED GRATE	15 EA	2,000.00	30,000.00	1,500.00	\$22,500.00	1,200.00	\$18,000.00
56	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	24 EA	1,100.00	26,400.00	1,400.00	\$33,600.00	1,200.00	\$28,800.00

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

<i>Project Number: 2022065</i>			<i>Engineer's Estimate</i>		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)		POE ASPHALT PAVING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
57	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	39 EA	1,100.00	42,900.00	1,400.00	\$54,600.00	1,200.00	\$46,800.00	1,410.00	\$54,990.00
58	MH OR DW FRAME AND COVER (STANDARD)	2 EA	820.00	1,640.00	1,300.00	\$2,600.00	1,200.00	\$2,400.00	1,300.00	\$2,600.00
59	MH OR DW FRAME AND COVER (LOCKABLE)	100 EA	1,200.00	120,000.00	1,400.00	\$140,000.00	1,300.00	\$130,000.00	1,410.00	\$141,000.00
60	VALVE BOX AND COVER	87 EA	625.00	54,375.00	910.00	\$79,170.00	900.00	\$78,300.00	925.00	\$80,475.00
61	CONNECT 15 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	1,500.00	1,500.00	1,600.00	\$1,600.00	1,800.00	\$1,800.00	1,630.00	\$1,630.00
62	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	18 EA	780.00	14,040.00	1,300.00	\$23,400.00	1,800.00	\$32,400.00	1,300.00	\$23,400.00
63	CONNECT 42 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	4,000.00	8,000.00	10,500.00	\$21,000.00	3,500.00	\$7,000.00	10,700.00	\$21,400.00
64	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	4 EA	850.00	3,400.00	1,400.00	\$5,600.00	1,500.00	\$6,000.00	1,410.00	\$5,640.00
65	MANHOLE TEST (WATER EXFILTRATION OR VACUUM)	6 EA	900.00	5,400.00	1,500.00	\$9,000.00	2,250.00	\$13,500.00	1,520.00	\$9,120.00
66	CLEANING EXISTING DRAINAGE STRUCTURE	9 EA	490.00	4,410.00	270.00	\$2,430.00	500.00	\$4,500.00	270.00	\$2,430.00
67	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50 CY	165.00	8,250.00	187.00	\$9,350.00	200.00	\$10,000.00	190.00	\$9,500.00
68	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	200 CY	70.00	14,000.00	43.00	\$8,600.00	37.00	\$7,400.00	43.50	\$8,700.00
69	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	200 CY	80.00	16,000.00	50.00	\$10,000.00	57.00	\$11,400.00	67.00	\$13,400.00
70	TRENCH SAFETY SYSTEM	1 LS	14,400.00	14,400.00	11,300.00	\$11,300.00	8,400.00	\$8,400.00	11,400.00	\$11,400.00
71	CATCH BASIN SEWER PIPE 8 IN. DIA.	581 LF	110.00	63,910.00	85.50	\$49,675.50	125.00	\$72,625.00	87.00	\$50,547.00
72	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	34,000.00	34,000.00	4,800.00	\$4,800.00	6,600.00	\$6,600.00	4,890.00	\$4,890.00
73	ESC LEAD	1 LS	8,400.00	8,400.00	3,000.00	\$3,000.00	2,000.00	\$2,000.00	4,290.00	\$4,290.00
74	INLET PROTECTION	85 EA	125.00	10,625.00	107.00	\$9,095.00	105.00	\$8,925.00	110.00	\$9,350.00
75	STREET CLEANING	32 HR	210.00	6,720.00	270.00	\$8,640.00	250.00	\$8,000.00	240.00	\$7,680.00
76	TOPSOIL TYPE A, 2 INCH THICK	511 SY	15.00	7,665.00	7.40	\$3,781.40	5.00	\$2,555.00	11.00	\$5,621.00
77	BARK OR WOOD CHIP MULCH	4 CY	195.00	780.00	56.00	\$224.00	75.00	\$300.00	125.00	\$500.00
78	ROCK MULCH	12 CY	110.00	1,320.00	51.00	\$612.00	65.00	\$780.00	165.00	\$1,980.00
79	SOD INSTALLATION	211 SY	24.00	5,064.00	17.80	\$3,755.80	8.00	\$1,688.00	30.50	\$6,435.50
80	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	33,600.00	33,600.00	14,000.00	\$14,000.00	14,000.00	\$14,000.00	31,500.00	\$31,500.00
81	CEMENT CONCRETE CURB	2925 LF	40.00	117,000.00	53.45	\$156,341.25	45.00	\$131,625.00	49.00	\$143,325.00
82	CEMENT CONCRETE CURB AND GUTTER	80 LF	45.00	3,600.00	64.00	\$5,120.00	60.00	\$4,800.00	100.00	\$8,000.00
83	CHANNELIZING DEVICES - TYPE 4	3 EA	400.00	1,200.00	320.75	\$962.25	300.00	\$900.00	450.00	\$1,350.00
84	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	24,000.00	24,000.00	5,500.00	\$5,500.00	7,250.00	\$7,250.00	7,610.00	\$7,610.00

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

<i>Project Number: 2022065</i>			<i>Engineer's Estimate</i>		INLAND INFRASTRUCTURE LLC (Submitted)		DW EXCAVATING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
57	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	39 EA	1,100.00	42,900.00	1,400.00	\$54,600.00	1,200.00	\$46,800.00
58	MH OR DW FRAME AND COVER (STANDARD)	2 EA	820.00	1,640.00	1,650.00	\$3,300.00	1,400.00	\$2,800.00
59	MH OR DW FRAME AND COVER (LOCKABLE)	100 EA	1,200.00	120,000.00	1,675.00	\$167,500.00	1,500.00	\$150,000.00
60	VALVE BOX AND COVER	87 EA	625.00	54,375.00	855.00	\$74,385.00	900.00	\$78,300.00
61	CONNECT 15 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	1,500.00	1,500.00	2,400.00	\$2,400.00	565.00	\$565.00
62	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	18 EA	780.00	14,040.00	850.00	\$15,300.00	360.00	\$6,480.00
63	CONNECT 42 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	4,000.00	8,000.00	4,000.00	\$8,000.00	2,800.00	\$5,600.00
64	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	4 EA	850.00	3,400.00	1,000.00	\$4,000.00	400.00	\$1,600.00
65	MANHOLE TEST (WATER EXFILTRATION OR VACUUM)	6 EA	900.00	5,400.00	2,000.00	\$12,000.00	1,200.00	\$7,200.00
66	CLEANING EXISTING DRAINAGE STRUCTURE	9 EA	490.00	4,410.00	505.00	\$4,545.00	625.00	\$5,625.00
67	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50 CY	165.00	8,250.00	225.00	\$11,250.00	230.00	\$11,500.00
68	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	200 CY	70.00	14,000.00	45.00	\$9,000.00	35.00	\$7,000.00
69	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	200 CY	80.00	16,000.00	50.00	\$10,000.00	68.00	\$13,600.00
70	TRENCH SAFETY SYSTEM	1 LS	14,400.00	14,400.00	30,000.00	\$30,000.00	1,000.00	\$1,000.00
71	CATCH BASIN SEWER PIPE 8 IN. DIA.	581 LF	110.00	63,910.00	105.00	\$61,005.00	126.00	\$73,206.00
72	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	34,000.00	34,000.00	25,000.00	\$25,000.00	4,500.00	\$4,500.00
73	ESC LEAD	1 LS	8,400.00	8,400.00	25,000.00	\$25,000.00	1,400.00	\$1,400.00
74	INLET PROTECTION	85 EA	125.00	10,625.00	100.00	\$8,500.00	133.00	\$11,305.00
75	STREET CLEANING	32 HR	210.00	6,720.00	375.00	\$12,000.00	265.00	\$8,480.00
76	TOPSOIL TYPE A, 2 INCH THICK	511 SY	15.00	7,665.00	11.50	\$5,876.50	11.00	\$5,621.00
77	BARK OR WOOD CHIP MULCH	4 CY	195.00	780.00	130.00	\$520.00	122.00	\$488.00
78	ROCK MULCH	12 CY	110.00	1,320.00	170.00	\$2,040.00	159.00	\$1,908.00
79	SOD INSTALLATION	211 SY	24.00	5,064.00	30.00	\$6,330.00	30.00	\$6,330.00
80	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	33,600.00	33,600.00	30,000.00	\$30,000.00	31,000.00	\$31,000.00
81	CEMENT CONCRETE CURB	2925 LF	40.00	117,000.00	51.00	\$149,175.00	41.50	\$121,387.50
82	CEMENT CONCRETE CURB AND GUTTER	80 LF	45.00	3,600.00	78.00	\$6,240.00	52.00	\$4,160.00
83	CHANNELIZING DEVICES - TYPE 4	3 EA	400.00	1,200.00	345.00	\$1,035.00	440.00	\$1,320.00
84	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	24,000.00	24,000.00	8,000.00	\$8,000.00	5,450.00	\$5,450.00

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

<i>Project Number: 2022065</i>			<i>Engineer's Estimate</i>		INLAND ASPHALT COMPANY (Submitted)		SHAMROCK PAVING INC (Submitted)		POE ASPHALT PAVING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
85	REFERENCE AND REESTABLISH SURVEY MONUMENT	27 EA	830.00	22,410.00	527.00	\$14,229.00	525.00	\$14,175.00	545.00	\$14,715.00
86	ADJUST MONUMENT FRAME AND COVER	19 EA	500.00	9,500.00	1,025.00	\$19,475.00	700.00	\$13,300.00	1,030.00	\$19,570.00
87	CEMENT CONCRETE SIDEWALK	1594 SY	80.00	127,520.00	82.50	\$131,505.00	135.00	\$215,190.00	120.00	\$191,280.00
88	RAMP DETECTABLE WARNING	600 SF	26.00	15,600.00	39.55	\$23,730.00	37.00	\$22,200.00	32.50	\$19,500.00
89	RAMP DETECTABLE WARNING RETROFIT	8 SF	43.00	344.00	81.25	\$650.00	125.00	\$1,000.00	135.00	\$1,080.00
90	TRAFFIC SIGNAL SYSTEM RETROFIT, BOONE AND WASHINGTON	1 LS	40,000.00	40,000.00	47,500.00	\$47,500.00	45,000.00	\$45,000.00	48,100.00	\$48,100.00
91	TRAFFIC SIGNAL SYSTEM RETROFIT, MAXWELL AND WASHINGTON	1 LS	1,000.00	1,000.00	1,500.00	\$1,500.00	1,500.00	\$1,500.00	1,360.00	\$1,360.00
92	TRAFFIC SIGNAL SYSTEM RETROFIT, PERRY AND 29TH	1 LS	15,000.00	15,000.00	10,000.00	\$10,000.00	9,500.00	\$9,500.00	10,100.00	\$10,100.00
93	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	59,000.00	59,000.00	74,300.00	\$74,300.00	82,500.00	\$82,500.00	65,200.00	\$65,200.00
94	REMOVAL OF EXISTING PAVEMENT MARKINGS	68 SF	10.00	680.00	16.00	\$1,088.00	15.00	\$1,020.00	27.00	\$1,836.00
95	PAVEMENT MARKING - DURABLE HEAT APPLIED	16622 SF	15.00	249,330.00	12.80	\$212,761.60	11.50	\$191,153.00	13.00	\$216,086.00
96	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	16 EA	400.00	6,400.00	214.00	\$3,424.00	140.00	\$2,240.00	170.00	\$2,720.00
97	TEMPORARY PAVEMENT MARKING	1 LS	8,000.00	8,000.00	32,100.00	\$32,100.00	31,000.00	\$31,000.00	32,600.00	\$32,600.00
Bid Total			\$6,997,669.70		\$4,970,970.00		\$5,074,409.30		\$5,282,033.95	

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

<i>Project Number: 2022065</i>			<i>Engineer's Estimate</i>		INLAND INFRASTRUCTURE LLC (Submitted)		DW EXCAVATING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
85	REFERENCE AND REESTABLISH SURVEY MONUMENT	27 EA	830.00	22,410.00	575.00	\$15,525.00	525.00	\$14,175.00
86	ADJUST MONUMENT FRAME AND COVER	19 EA	500.00	9,500.00	800.00	\$15,200.00	655.00	\$12,445.00
87	CEMENT CONCRETE SIDEWALK	1594 SY	80.00	127,520.00	165.00	\$263,010.00	132.00	\$210,408.00
88	RAMP DETECTABLE WARNING	600 SF	26.00	15,600.00	40.00	\$24,000.00	37.00	\$22,200.00
89	RAMP DETECTABLE WARNING RETROFIT	8 SF	43.00	344.00	65.00	\$520.00	106.00	\$848.00
90	TRAFFIC SIGNAL SYSTEM RETROFIT, BOONE AND WASHINGTON	1 LS	40,000.00	40,000.00	50,000.00	\$50,000.00	27,500.00	\$27,500.00
91	TRAFFIC SIGNAL SYSTEM RETROFIT, MAXWELL AND WASHINGTON	1 LS	1,000.00	1,000.00	1,450.00	\$1,450.00	9,000.00	\$9,000.00
92	TRAFFIC SIGNAL SYSTEM RETROFIT, PERRY AND 29TH	1 LS	15,000.00	15,000.00	10,500.00	\$10,500.00	13,000.00	\$13,000.00
93	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	59,000.00	59,000.00	75,000.00	\$75,000.00	63,000.00	\$63,000.00
94	REMOVAL OF EXISTING PAVEMENT MARKINGS	68 SF	10.00	680.00	17.25	\$1,173.00	26.50	\$1,802.00
95	PAVEMENT MARKING - DURABLE HEAT APPLIED	16622 SF	15.00	249,330.00	13.75	\$228,552.50	12.50	\$207,775.00
96	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	16 EA	400.00	6,400.00	230.00	\$3,680.00	165.00	\$2,640.00
97	TEMPORARY PAVEMENT MARKING	1 LS	8,000.00	8,000.00	34,500.00	\$34,500.00	27,000.00	\$27,000.00
Bid Total			\$6,997,669.70		\$5,865,112.00		\$5,873,416.40	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	6,997,669.70	0.00	0.00	0.00	6,997,669.70
INLAND ASPHALT COMPANY(Submitted)	4,970,970.00	0.00	0.00	0.00	4,970,970.00
SHAMROCK PAVING INC(Submitted)	5,074,409.30	0.00	0.00	0.00	5,074,409.30
POE ASPHALT PAVING INC(Submitted)	5,282,033.95	0.00	0.00	0.00	5,282,033.95
INLAND INFRASTRUCTURE LLC (Submitted)	5,865,112.00	0.00	0.00	0.00	5,865,112.00
DW EXCAVATING INC(Submitted)	5,873,416.40	0.00	0.00	0.00	5,873,416.40

Low Bid Contractor: INLAND ASPHALT COMPANY

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	4,970,970.00	6,997,669.70	28.96 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<hr/> 4,970,970.00	<hr/> 6,997,669.70	<hr/> 28.96 % Under Estimate



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Date Rec'd 12/19/2023

Clerk's File # OPR 2024-0010

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2021094
------------------------	----------------------	------------------	---------

Contact Name/Phone	DAN BULLER 625-6700	Bid #	
---------------------------	---------------------	--------------	--

Contact E-Mail	DBULLER@SPOKANECITY.ORG	Requisition #	CR 25689
-----------------------	-------------------------	----------------------	----------

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	JBINGLE		
---------------------------	---------	--	--

Agenda Item Name	11/27 0370 – LOW BID AWARD – HAVEN ST GRIND/OVERLAY 2021094		
-------------------------	-------------------------------------------------------------	--	--

Agenda Wording

Low Bid of Shamrock Paving, Inc., (Spokane, WA) for the Haven Street Grind and Overlay project in the amount of \$1,695,000.00. An administrative reserve of \$169,500.00, which is 10% of the contract, will be set aside. (Hillyard Neighborhood Council)

Summary (Background)

On November 20, 2023 bids were opened for the above project. The low bid was from Shamrock Paving, Inc., in the amount of \$1,695,000.00, which is \$166,857.50 or 8.96% under the Engineer's Estimate; three other bids were received as follows: Inland Asphalt Company - \$1,791,791.00; Inland Infrastructure LLC - 1,898,465.00; and Poe Asphalt Paving Inc. - \$2,032,868.90.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 1,695,000.00
------------	-----------------

Current Year Cost	\$ 0
-------------------	------

Subsequent Year(s) Cost	\$ 0
-------------------------	------

Narrative

Amount

Budget Account

Expense	\$ 1,643,152.18	# 3200 95164 95300 56501 86120
Expense	\$ 221,347.82	# 3200 95166 95300 56501 86110
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	BULLER, DAN
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	SMITHSON, LYNDEN

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Shamrock Signee:	eraea@spokanecity.org
publicworksaccounting@spokanecity.org	ddaniels@spokanecity.org
pyoung@spokanecity.org	kgoodman@spokanecity.org
jgraff@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Committee Date	11-27-23
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Haven Grind & Overlay, Haven Sidewalk
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> • This briefing paper is an update to a briefing paper for the above named project which appeared on the April PIES agenda. Most of the information is the same but because it will have been more than 6 months since it appeared on PIES, this updated briefing paper is being submitted. • This approximately 1-mile length project is fed funded (grant). • Separately, there a state funded (grant) sidewalk project on the west side of Haven from Heroy to Rockwell. • These two projects will be bid as a single project due to their proximity and be constructed in the 2024 construction season. • They will be coordinated with other area projects including another G&O project on Market St. • See attached exhibit.
Proposed Council Action	None at this time. Following bid opening, we will bring construction contracts for both projects to council for approval. These projects are planned to advertise in November, 2023 and be constructed in the spring/summer/fall of 2024.
Fiscal Impact	
Total Cost: The G&O & sidewalk project together are expected to cost about \$1.9M.	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Federal grant (majority) & arterial street fund (what isn't covered by the grant)	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

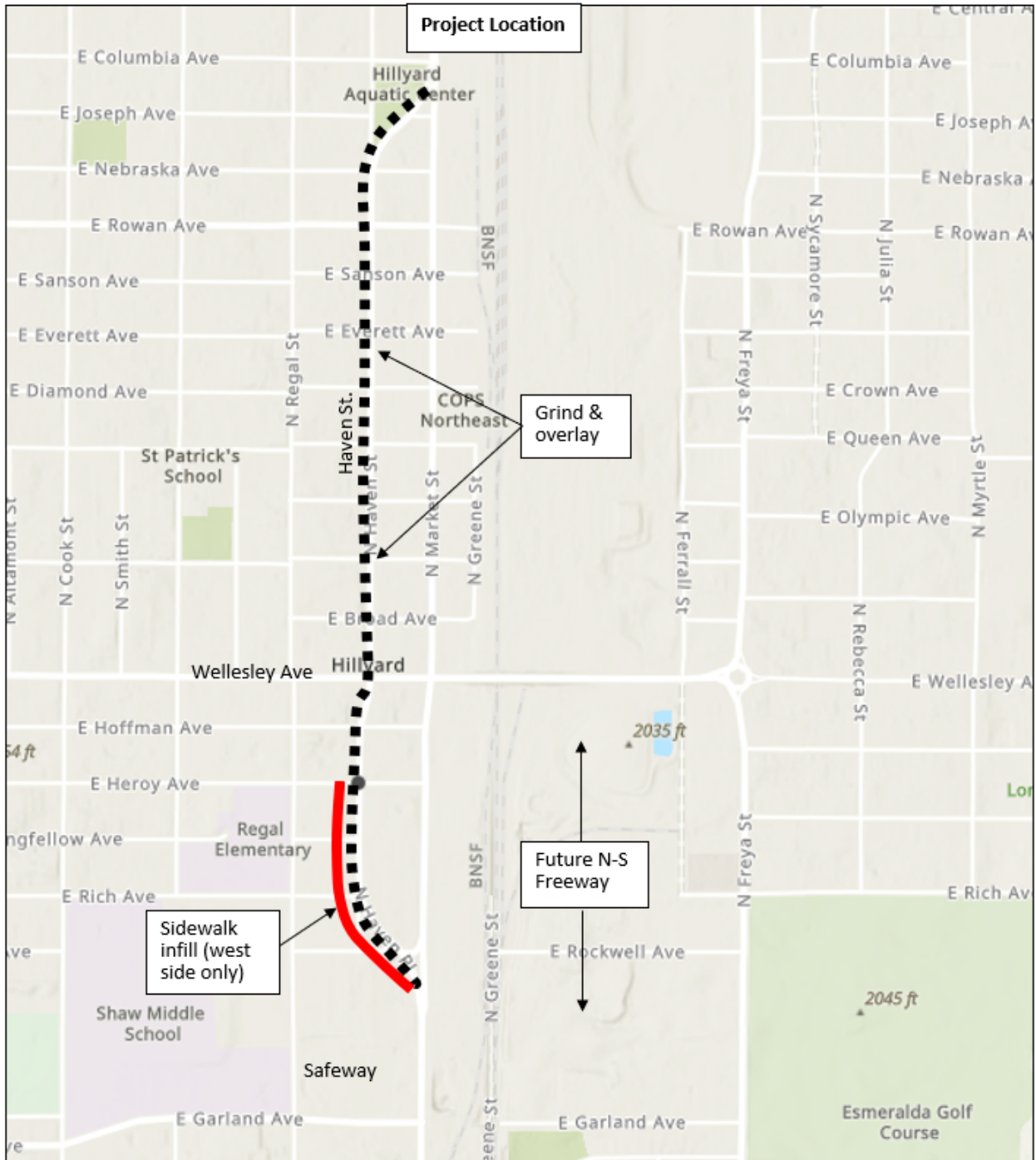
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.



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: 11/20/23 **Type of expenditure:**

Goods Services

Department: Engineering Services

Approving Supervisor: Jonathan Adams

Amount of Proposed Expenditure: \$1,900,000 (engineer's estimate)

Is this against a master agreement? If yes, please provide the number:

Funding Source State & federal grants (70%), city funding (30% - including real estate excise tax)

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

Why is this expenditure necessary now?

Haven St from Rockwell to Columbia is the southbound half of the Market/Haven couplet through Hillyard. The pavement is aging and the condition is deteriorating. There is also a gap of missing sidewalk from Rockwell to Heroy. This project is needed now because of the street condition and

What are the impacts if expenses are deferred?

This roadway project is about 70% grant funded. Failure to construct this project now would mean a loss of grant funds.

What alternative resources have been considered?

This roadway project is about 70% grant funded. A higher level of grant funding could not be secured. There are no alternatives.

Description of the goods or service and any additional information?

Grind and overlay sixteen blocks of principal arterial and construct three blocks of sidewalk.

Person Submitting Form/Contact:

Division Director:

Marlene Faust

CFO Signature:

Tonya Wallace

City Administrator Signature:

Garrett Jones
Garrett Jones (Nov 28, 2023 09:08 PST)

Additional Comments:








2021094 Haven ECF - Agenda Item.

Final Audit Report

2023-11-28

Created:	2023-11-27
By:	Jillann Hansen (jehansen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADMJJwapvHqXQoO0Kyy8nQ7zFLfMih_Vk

"2021094 Haven ECF - Agenda Item." History

-  Document created by Jillann Hansen (jehansen@spokanecity.org)
2023-11-27 - 7:51:38 PM GMT- IP address: 198.1.39.252
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature
2023-11-27 - 7:52:42 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)
2023-11-28 - 4:39:45 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)
Signature Date: 2023-11-28 - 4:40:05 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-11-28 - 4:40:06 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-11-28 - 4:47:38 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-11-28 - 4:47:46 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2023-11-28 - 4:47:47 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)
2023-11-28 - 5:08:23 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-11-28 - 5:08:37 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2023-11-28 - 5:08:37 PM GMT



City of Spokane
PUBLIC WORKS CONTRACT
Title: **HAVEN STREET GRIND AND OVERLAY**

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

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **HAVEN STREET GRIND AND OVERLAY.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2021094 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$1,695,000.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The

"Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City.

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the

- subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

18. EXECUTIVE ORDER 11246.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest

in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

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

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

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

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

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

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

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

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

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

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

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

SHAMROCK PAVING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule A-1
- 23-242

PAYMENT BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SIX HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (1,695,000.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **HAVEN STREET GRIND AND OVERLAY**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **SHAMROCK PAVING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SIX HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (1,695,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **HAVEN STREET GRIND AND OVERLAY**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

SHAMROCK PAVING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

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

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

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 11,500.00	\$ 11,500.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 1,000.00	\$ 1,000.00
4	POTHOLING	5.00 EA	\$ 400.00	\$ 2,000.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 25,000.00	\$ 25,000.00
6	MOBILIZATION	1.00 LS	\$ 123,242.25	\$ 123,242.25
7	WORK ZONE SAFETY CONTINGENCY	20,000.00 FA	\$ 1.00	\$ 20,000.00
8	TRAFFIC CONTROL SUPERVISOR	1.00 LS	\$ 55,000.00	\$ 55,000.00
9	PEDESTRIAN TRAFFIC CONTROL	1.00 LS	\$ 5,000.00	\$ 5,000.00
10	OTHER TRAFFIC CONTROL LABOR	1,472.00 HR	\$ 77.00	\$ 113,344.00
11	CONSTRUCTION SIGNS CLASS A	1,726.00 SF	\$ 10.50	\$ 18,123.00
12	SEQUENTIAL ARROW SIGNS	2,160.00 HR	\$ 2.00	\$ 4,320.00
13	PORTABLE CHANGEABLE MESSAGE SIGN	168.00 HR	\$ 4.25	\$ 714.00

14	OTHER TEMPORARY TRAFFIC CONTROL	1.00 LS	\$	30,000.00	\$	30,000.00
15	SPECIAL SIGNS	60.00 SF	\$	16.00	\$	960.00
16	TYPE III BARRICADE	70.00 EA	\$	80.00	\$	5,600.00
17	CLEARING AND GRUBBING	1.00 LS	\$	25,000.00	\$	25,000.00
18	TREE ROOT TREATMENT	3.00 EA	\$	800.00	\$	2,400.00
19	TREE PROTECTION ZONE	4.00 EA	\$	400.00	\$	1,600.00
20	TREE PRUNING	9.00 EA	\$	325.00	\$	2,925.00
21	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	4,000.00	\$	4,000.00
22	REMOVE EXISTING CURB	1,412.00 LF	\$	16.00	\$	22,592.00
23	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	614.00 SY	\$	31.00	\$	19,034.00
24	SAWCUTTING CURB	61.00 EA	\$	35.00	\$	2,135.00
25	SAWCUTTING RIGID PAVEMENT	1,897.00 LFI	\$	0.75	\$	1,422.75
26	SAWCUTTING FLEXIBLE PAVEMENT	16,433.00 LFI	\$	0.50	\$	8,216.50
27	REMOVE EXISTING GUARDRAIL	300.00 LF	\$	16.00	\$	4,800.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	49.00	\$	490.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	71.00	\$	710.00

30	CSTC FOR SIDEWALK AND DRIVEWAYS	80.00 CY	\$	570.00	\$	45,600.00
31	CRACK SEALING, LESS THAN 1 INCH	11,310.00 LF	\$	1.20	\$	13,572.00
32	CRACK SEALING, 1 INCH TO 3 INCH	3,770.00 LF	\$	2.50	\$	9,425.00
33	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	22,620.00 SY	\$	12.00	\$	271,440.00
34	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	645.00 TON	\$	122.00	\$	78,690.00
35	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	50.00 TON	\$	220.00	\$	11,000.00
36	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	36.00 SY	\$	75.00	\$	2,700.00
37	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 7 INCH THICK	768.00 SY	\$	94.00	\$	72,192.00
38	PAVEMENT REPAIR EXCAVATION INCL. HAUL	768.00 SY	\$	85.00	\$	65,280.00
39	PLANING BITUMINOUS PAVEMENT	22,620.00 SY	\$	4.00	\$	90,480.00
40	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
41	COMPACTION PRICE ADJUSTMENT	6,800.00 EST	\$	1.00	\$	6,800.00
42	CEMENT CONCRETE CURB WALL	130.00 LF	\$	110.00	\$	14,300.00
43	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	13.00 EA	\$	1,260.00	\$	16,380.00
44	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	11.00 EA	\$	1,260.00	\$	13,860.00

45	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI- DIRECTIONAL VANED GRATE	10.00 EA	\$	1,680.00	\$	16,800.00
46	MH OR DW FRAME AND COVER (STANDARD)	11.00 EA	\$	1,260.00	\$	13,860.00
47	MH OR DW FRAME AND COVER (LOCKABLE)	24.00 EA	\$	1,325.00	\$	31,800.00
48	VALVE BOX AND COVER	31.00 EA	\$	975.00	\$	30,225.00
49	CLEANING EXISTING DRAINAGE STRUCTURE	16.00 EA	\$	400.00	\$	6,400.00
50	TRENCH SAFETY SYSTEM	1.00 LS	\$	2,625.00	\$	2,625.00
51	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	1,050.00	\$	1,050.00
52	CLEANING EXISTING SANITARY SEWERS	18.00 EA	\$	475.00	\$	8,550.00
53	HYDRANT ASSEMBLY	2.00 EA	\$	15,500.00	\$	31,000.00
54	ESC LEAD	1.00 LS	\$	1,000.00	\$	1,000.00
55	INLET PROTECTION	36.00 EA	\$	105.00	\$	3,780.00
56	STREET CLEANING	60.00 HR	\$	250.00	\$	15,000.00
57	BARK OR WOOD CHIP MULCH	2.00 CY	\$	75.00	\$	150.00
58	ROCK MULCH	3.50 CY	\$	75.00	\$	262.50
59	HYDROSEEDING	282.00 SY	\$	11.00	\$	3,102.00
60	SOD INSTALLATION	42.00 SY	\$	60.00	\$	2,520.00

61	2 IN. PVC IRRIGATION SLEEVE	60.00 LF	\$	5.00	\$	300.00
62	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	4,500.00	\$	4,500.00
63	CEMENT CONCRETE CURB	280.00 LF	\$	43.00	\$	12,040.00
64	CEMENT CONCRETE CURB AND GUTTER	1,336.00 LF	\$	53.50	\$	71,476.00
65	CEMENT CONCRETE DRIVEWAY	75.00 SY	\$	105.00	\$	7,875.00
66	CEMENT CONCRETE DRIVEWAY TRANSITION	20.00 SY	\$	84.00	\$	1,680.00
67	CHANNELIZING DEVICES - TYPE 4	1.00 EA	\$	350.00	\$	350.00
68	MODIFY FENCING	1.00 LS	\$	12,500.00	\$	12,500.00
69	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	900.00	\$	900.00
70	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	900.00	\$	900.00
71	CEMENT CONCRETE SIDEWALK	1,234.00 SY	\$	105.00	\$	129,570.00
72	RAMP DETECTABLE WARNING	336.00 SF	\$	37.00	\$	12,432.00
73	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	32,000.00	\$	32,000.00
74	PAVEMENT MARKING - DURABLE HEAT APPLIED	830.00 SF	\$	13.50	\$	11,205.00
75	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	6,300.00	\$	6,300.00

Schedule A-1 Subtotal \$ 1,695,000.00

Summary of Bid Items **Bid Total** \$ 1,695,000.00

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

Project Number **2021094**

Project Description Haven St - Grind & Overlay

Original Date

11/20/2023 2:14:00 PM

Project Number: 2021094			Engineer's Estimate		SHAMROCK PAVING INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Tax Classification										
Schedule 01										
Sales tax shall be included in unit prices										
1	ADA FEATURES SURVEYING	1 LS	7,000.00	7,000.00	11,500.00	\$11,500.00	2,900.00	\$2,900.00	2,750.00	\$2,750.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,500.00	1,500.00	1,000.00	\$1,000.00	530.00	\$530.00	5,000.00	\$5,000.00
4	POTHOLING	5 EA	750.00	3,750.00	400.00	\$2,000.00	1,150.00	\$5,750.00	750.00	\$3,750.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	20,000.00	20,000.00	25,000.00	\$25,000.00	15,150.00	\$15,150.00	20,000.00	\$20,000.00
6	MOBILIZATION	1 LS	100,000.00	100,000.00	123,242.25	\$123,242.25	171,813.95	\$171,813.95	189,000.00	\$189,000.00
7	WORK ZONE SAFETY CONTINGENCY	20000 FA	1.00	20,000.00	1.00	\$20,000.00	1.00	\$20,000.00	1.00	\$20,000.00
8	TRAFFIC CONTROL SUPERVISOR	1 LS	155,000.00	155,000.00	55,000.00	\$55,000.00	43,100.00	\$43,100.00	96,591.00	\$96,591.00
9	PEDESTRIAN TRAFFIC CONTROL	1 LS	10,000.00	10,000.00	5,000.00	\$5,000.00	5,745.00	\$5,745.00	5,750.00	\$5,750.00
10	OTHER TRAFFIC CONTROL LABOR	1472 HR	120.00	176,640.00	77.00	\$113,344.00	85.00	\$125,120.00	85.00	\$125,120.00
11	CONSTRUCTION SIGNS CLASS A	1726 SF	15.00	25,890.00	10.50	\$18,123.00	11.50	\$19,849.00	11.50	\$19,849.00
12	SEQUENTIAL ARROW SIGNS	2160 HR	10.00	21,600.00	2.00	\$4,320.00	1.15	\$2,484.00	1.15	\$2,484.00
13	PORTABLE CHANGEABLE MESSAGE SIGN	168 HR	10.00	1,680.00	4.25	\$714.00	4.60	\$772.80	4.50	\$756.00
14	OTHER TEMPORARY TRAFFIC CONTROL	1 LS	10,000.00	10,000.00	30,000.00	\$30,000.00	30,000.00	\$30,000.00	10,000.00	\$10,000.00
15	SPECIAL SIGNS	60 SF	25.00	1,500.00	16.00	\$960.00	17.25	\$1,035.00	17.00	\$1,020.00
16	TYPE III BARRICADE	70 EA	150.00	10,500.00	80.00	\$5,600.00	87.00	\$6,090.00	85.00	\$5,950.00
17	CLEARING AND GRUBBING	1 LS	5,000.00	5,000.00	25,000.00	\$25,000.00	17,250.00	\$17,250.00	25,000.00	\$25,000.00
18	TREE ROOT TREATMENT	3 EA	800.00	2,400.00	800.00	\$2,400.00	860.00	\$2,580.00	800.00	\$2,400.00
19	TREE PROTECTION ZONE	4 EA	300.00	1,200.00	400.00	\$1,600.00	400.00	\$1,600.00	400.00	\$1,600.00
20	TREE PRUNING	9 EA	300.00	2,700.00	325.00	\$2,925.00	330.00	\$2,970.00	300.00	\$2,700.00
21	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	4,000.00	\$4,000.00	14,350.00	\$14,350.00	25,000.00	\$25,000.00
22	REMOVE EXISTING CURB	1412 LF	12.00	16,944.00	16.00	\$22,592.00	17.25	\$24,357.00	11.00	\$15,532.00
23	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	614 SY	20.00	12,280.00	31.00	\$19,034.00	28.75	\$17,652.50	22.00	\$13,508.00
24	SAWCUTTING CURB	61 EA	45.00	2,745.00	35.00	\$2,135.00	48.85	\$2,979.85	30.00	\$1,830.00
25	SAWCUTTING RIGID PAVEMENT	1897 LFI	1.00	1,897.00	0.75	\$1,422.75	1.10	\$2,086.70	1.00	\$1,897.00
26	SAWCUTTING FLEXIBLE PAVEMENT	16433 LFI	0.50	8,216.50	0.50	\$8,216.50	0.40	\$6,573.20	0.50	\$8,216.50
27	REMOVE EXISTING GUARDRAIL	300 LF	15.00	4,500.00	16.00	\$4,800.00	15.50	\$4,650.00	12.00	\$3,600.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	50.00	500.00	49.00	\$490.00	86.00	\$860.00	50.00	\$500.00

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

Project Number: 2021094			Engineer's Estimate		POE ASPHALT PAVING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	7,000.00	7,000.00	5,665.00	\$5,665.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,500.00	1,500.00	1,700.00	\$1,700.00
4	POTHOLING	5 EA	750.00	3,750.00	1,135.00	\$5,675.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	20,000.00	20,000.00	22,350.00	\$22,350.00
6	MOBILIZATION	1 LS	100,000.00	100,000.00	233,670.00	\$233,670.00
7	WORK ZONE SAFETY CONTINGENCY	20000 FA	1.00	20,000.00	1.00	\$20,000.00
8	TRAFFIC CONTROL SUPERVISOR	1 LS	155,000.00	155,000.00	104,300.00	\$104,300.00
9	PEDESTRIAN TRAFFIC CONTROL	1 LS	10,000.00	10,000.00	5,665.00	\$5,665.00
10	OTHER TRAFFIC CONTROL LABOR	1472 HR	120.00	176,640.00	84.00	\$123,648.00
11	CONSTRUCTION SIGNS CLASS A	1726 SF	15.00	25,890.00	11.50	\$19,849.00
12	SEQUENTIAL ARROW SIGNS	2160 HR	10.00	21,600.00	1.10	\$2,376.00
13	PORTABLE CHANGEABLE MESSAGE SIGN	168 HR	10.00	1,680.00	4.50	\$756.00
14	OTHER TEMPORARY TRAFFIC CONTROL	1 LS	10,000.00	10,000.00	32,300.00	\$32,300.00
15	SPECIAL SIGNS	60 SF	25.00	1,500.00	17.00	\$1,020.00
16	TYPE III BARRICADE	70 EA	150.00	10,500.00	85.00	\$5,950.00
17	CLEARING AND GRUBBING	1 LS	5,000.00	5,000.00	17,000.00	\$17,000.00
18	TREE ROOT TREATMENT	3 EA	800.00	2,400.00	850.00	\$2,550.00
19	TREE PROTECTION ZONE	4 EA	300.00	1,200.00	397.00	\$1,588.00
20	TREE PRUNING	9 EA	300.00	2,700.00	329.00	\$2,961.00
21	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	14,170.00	\$14,170.00
22	REMOVE EXISTING CURB	1412 LF	12.00	16,944.00	17.00	\$24,004.00
23	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	614 SY	20.00	12,280.00	28.50	\$17,499.00
24	SAWCUTTING CURB	61 EA	45.00	2,745.00	48.00	\$2,928.00
25	SAWCUTTING RIGID PAVEMENT	1897 LFI	1.00	1,897.00	6.50	\$12,330.50
26	SAWCUTTING FLEXIBLE PAVEMENT	16433 LFI	0.50	8,216.50	2.80	\$46,012.40
27	REMOVE EXISTING GUARDRAIL	300 LF	15.00	4,500.00	15.50	\$4,650.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	50.00	500.00	85.00	\$850.00

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

<i>Project Number: 2021094</i>			<i>Engineer's Estimate</i>		SHAMROCK PAVING INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	50.00	500.00	71.00	\$710.00	100.00	\$1,000.00	50.00	\$500.00
30	CSTC FOR SIDEWALK AND DRIVEWAYS	80 CY	150.00	12,000.00	570.00	\$45,600.00	206.00	\$16,480.00	125.00	\$10,000.00
31	CRACK SEALING, LESS THAN 1 INCH	11310 LF	1.50	16,965.00	1.20	\$13,572.00	2.00	\$22,620.00	2.00	\$22,620.00
32	CRACK SEALING, 1 INCH TO 3 INCH	3770 LF	2.00	7,540.00	2.50	\$9,425.00	3.20	\$12,064.00	3.00	\$11,310.00
33	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	22620 SY	15.00	339,300.00	12.00	\$271,440.00	14.70	\$332,514.00	15.50	\$350,610.00
34	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	645 TON	130.00	83,850.00	122.00	\$78,690.00	130.00	\$83,850.00	145.00	\$93,525.00
35	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	50 TON	400.00	20,000.00	220.00	\$11,000.00	350.00	\$17,500.00	375.00	\$18,750.00
36	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	36 SY	100.00	3,600.00	75.00	\$2,700.00	83.00	\$2,988.00	90.00	\$3,240.00
37	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 7 INCH THICK	768 SY	50.00	38,400.00	94.00	\$72,192.00	75.00	\$57,600.00	80.00	\$61,440.00
38	PAVEMENT REPAIR EXCAVATION INCL. HAUL	768 SY	50.00	38,400.00	85.00	\$65,280.00	51.70	\$39,705.60	50.00	\$38,400.00
39	PLANING BITUMINOUS PAVEMENT	22620 SY	6.00	135,720.00	4.00	\$90,480.00	4.80	\$108,576.00	4.10	\$92,742.00
40	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
41	COMPACTION PRICE ADJUSTMENT	6800 EST	1.00	6,800.00	1.00	\$6,800.00	1.00	\$6,800.00	1.00	\$6,800.00
42	CEMENT CONCRETE CURB WALL	130 LF	150.00	19,500.00	110.00	\$14,300.00	98.00	\$12,740.00	125.00	\$16,250.00
43	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	13 EA	1,500.00	19,500.00	1,260.00	\$16,380.00	1,234.00	\$16,042.00	1,300.00	\$16,900.00
44	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	11 EA	1,500.00	16,500.00	1,260.00	\$13,860.00	1,234.00	\$13,574.00	1,300.00	\$14,300.00
45	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	10 EA	1,900.00	19,000.00	1,680.00	\$16,800.00	1,605.00	\$16,050.00	1,450.00	\$14,500.00
46	MH OR DW FRAME AND COVER (STANDARD)	11 EA	1,200.00	13,200.00	1,260.00	\$13,860.00	1,200.00	\$13,200.00	1,500.00	\$16,500.00
47	MH OR DW FRAME AND COVER (LOCKABLE)	24 EA	1,300.00	31,200.00	1,325.00	\$31,800.00	1,270.00	\$30,480.00	1,555.00	\$37,320.00
48	VALVE BOX AND COVER	31 EA	800.00	24,800.00	975.00	\$30,225.00	745.00	\$23,095.00	700.00	\$21,700.00
49	CLEANING EXISTING DRAINAGE STRUCTURE	16 EA	400.00	6,400.00	400.00	\$6,400.00	288.00	\$4,608.00	500.00	\$8,000.00
50	TRENCH SAFETY SYSTEM	1 LS	1,500.00	1,500.00	2,625.00	\$2,625.00	8,650.00	\$8,650.00	5,000.00	\$5,000.00
51	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	1,500.00	1,500.00	1,050.00	\$1,050.00	6,000.00	\$6,000.00	15,000.00	\$15,000.00
52	CLEANING EXISTING SANITARY SEWERS	18 EA	400.00	7,200.00	475.00	\$8,550.00	383.00	\$6,894.00	500.00	\$9,000.00
53	HYDRANT ASSEMBLY	2 EA	7,500.00	15,000.00	15,500.00	\$31,000.00	12,650.00	\$25,300.00	8,500.00	\$17,000.00
54	ESC LEAD	1 LS	2,000.00	2,000.00	1,000.00	\$1,000.00	590.00	\$590.00	10,000.00	\$10,000.00
55	INLET PROTECTION	36 EA	120.00	4,320.00	105.00	\$3,780.00	200.00	\$7,200.00	100.00	\$3,600.00

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

<i>Project Number: 2021094</i>			<i>Engineer's Estimate</i>		POE ASPHALT PAVING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	50.00	500.00	117.00	\$1,170.00
30	CSTC FOR SIDEWALK AND DRIVEWAYS	80 CY	150.00	12,000.00	313.00	\$25,040.00
31	CRACK SEALING, LESS THAN 1 INCH	11310 LF	1.50	16,965.00	2.00	\$22,620.00
32	CRACK SEALING, 1 INCH TO 3 INCH	3770 LF	2.00	7,540.00	3.10	\$11,687.00
33	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	22620 SY	15.00	339,300.00	14.40	\$325,728.00
34	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	645 TON	130.00	83,850.00	110.00	\$70,950.00
35	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	50 TON	400.00	20,000.00	295.00	\$14,750.00
36	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	36 SY	100.00	3,600.00	160.00	\$5,760.00
37	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 7 INCH THICK	768 SY	50.00	38,400.00	180.00	\$138,240.00
38	PAVEMENT REPAIR EXCAVATION INCL. HAUL	768 SY	50.00	38,400.00	54.00	\$41,472.00
39	PLANING BITUMINOUS PAVEMENT	22620 SY	6.00	135,720.00	4.65	\$105,183.00
40	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)
41	COMPACTION PRICE ADJUSTMENT	6800 EST	1.00	6,800.00	1.00	\$6,800.00
42	CEMENT CONCRETE CURB WALL	130 LF	150.00	19,500.00	119.00	\$15,470.00
43	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	13 EA	1,500.00	19,500.00	1,215.00	\$15,795.00
44	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	11 EA	1,500.00	16,500.00	1,215.00	\$13,365.00
45	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	10 EA	1,900.00	19,000.00	1,585.00	\$15,850.00
46	MH OR DW FRAME AND COVER (STANDARD)	11 EA	1,200.00	13,200.00	1,180.00	\$12,980.00
47	MH OR DW FRAME AND COVER (LOCKABLE)	24 EA	1,300.00	31,200.00	1,255.00	\$30,120.00
48	VALVE BOX AND COVER	31 EA	800.00	24,800.00	737.00	\$22,847.00
49	CLEANING EXISTING DRAINAGE STRUCTURE	16 EA	400.00	6,400.00	283.00	\$4,528.00
50	TRENCH SAFETY SYSTEM	1 LS	1,500.00	1,500.00	8,500.00	\$8,500.00
51	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	1,500.00	1,500.00	5,895.00	\$5,895.00
52	CLEANING EXISTING SANITARY SEWERS	18 EA	400.00	7,200.00	377.00	\$6,786.00
53	HYDRANT ASSEMBLY	2 EA	7,500.00	15,000.00	12,470.00	\$24,940.00
54	ESC LEAD	1 LS	2,000.00	2,000.00	8,940.00	\$8,940.00
55	INLET PROTECTION	36 EA	120.00	4,320.00	198.00	\$7,128.00

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

<i>Project Number: 2021094</i>			<i>Engineer's Estimate</i>		SHAMROCK PAVING INC (Submitted)		INLAND ASPHALT COMPANY (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
56	STREET CLEANING	60 HR	300.00	18,000.00	250.00	\$15,000.00	290.00	\$17,400.00	385.00	\$23,100.00
57	BARK OR WOOD CHIP MULCH	2 CY	200.00	400.00	75.00	\$150.00	160.00	\$320.00	160.00	\$320.00
58	ROCK MULCH	4 CY	200.00	700.00	75.00	\$262.50	110.00	\$385.00	105.00	\$367.50
59	HYDROSEEDING	282 SY	10.00	2,820.00	11.00	\$3,102.00	5.00	\$1,410.00	11.00	\$3,102.00
60	SOD INSTALLATION	42 SY	20.00	840.00	60.00	\$2,520.00	36.50	\$1,533.00	35.00	\$1,470.00
61	2 IN. PVC IRRIGATION SLEEVE	60 LF	40.00	2,400.00	5.00	\$300.00	34.50	\$2,070.00	35.00	\$2,100.00
62	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	6,000.00	6,000.00	4,500.00	\$4,500.00	3,670.00	\$3,670.00	3,500.00	\$3,500.00
63	CEMENT CONCRETE CURB	280 LF	50.00	14,000.00	43.00	\$12,040.00	39.70	\$11,116.00	50.00	\$14,000.00
64	CEMENT CONCRETE CURB AND GUTTER	1336 LF	50.00	66,800.00	53.50	\$71,476.00	67.00	\$89,512.00	60.00	\$80,160.00
65	CEMENT CONCRETE DRIVEWAY	75 SY	150.00	11,250.00	105.00	\$7,875.00	75.00	\$5,625.00	115.00	\$8,625.00
66	CEMENT CONCRETE DRIVEWAY TRANSITION	20 SY	150.00	3,000.00	84.00	\$1,680.00	75.00	\$1,500.00	105.00	\$2,100.00
67	CHANNELIZING DEVICES - TYPE 4	1 EA	400.00	400.00	350.00	\$350.00	360.00	\$360.00	450.00	\$450.00
68	MODIFY FENCING	1 LS	6,000.00	6,000.00	12,500.00	\$12,500.00	13,775.00	\$13,775.00	14,000.00	\$14,000.00
69	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	7,000.00	7,000.00	900.00	\$900.00	970.00	\$970.00	6,500.00	\$6,500.00
70	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	800.00	800.00	900.00	\$900.00	920.00	\$920.00	750.00	\$750.00
71	CEMENT CONCRETE SIDEWALK	1234 SY	130.00	160,420.00	105.00	\$129,570.00	112.60	\$138,948.40	120.00	\$148,080.00
72	RAMP DETECTABLE WARNING	336 SF	40.00	13,440.00	37.00	\$12,432.00	40.00	\$13,440.00	30.00	\$10,080.00
73	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	20,000.00	20,000.00	32,000.00	\$32,000.00	35,200.00	\$35,200.00	36,000.00	\$36,000.00
74	PAVEMENT MARKING - DURABLE HEAT APPLIED	830 SF	15.00	12,450.00	13.50	\$11,205.00	14.90	\$12,367.00	15.00	\$12,450.00
75	TEMPORARY PAVEMENT MARKING	1 LS	2,000.00	2,000.00	6,300.00	\$6,300.00	6,900.00	\$6,900.00	6,500.00	\$6,500.00
Bid Total			\$1,861,857.50		\$1,695,000.00		\$1,791,791.00		\$1,898,465.00	

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

<i>Project Number: 2021094</i>			<i>Engineer's Estimate</i>		POE ASPHALT PAVING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
56	STREET CLEANING	60 HR	300.00	18,000.00	272.00	\$16,320.00
57	BARK OR WOOD CHIP MULCH	2 CY	200.00	400.00	159.00	\$318.00
58	ROCK MULCH	4 CY	200.00	700.00	108.00	\$378.00
59	HYDROSEEDING	282 SY	10.00	2,820.00	16.50	\$4,653.00
60	SOD INSTALLATION	42 SY	20.00	840.00	36.50	\$1,533.00
61	2 IN. PVC IRRIGATION SLEEVE	60 LF	40.00	2,400.00	34.00	\$2,040.00
62	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	6,000.00	6,000.00	3,625.00	\$3,625.00
63	CEMENT CONCRETE CURB	280 LF	50.00	14,000.00	45.50	\$12,740.00
64	CEMENT CONCRETE CURB AND GUTTER	1336 LF	50.00	66,800.00	56.50	\$75,484.00
65	CEMENT CONCRETE DRIVEWAY	75 SY	150.00	11,250.00	102.00	\$7,650.00
66	CEMENT CONCRETE DRIVEWAY TRANSITION	20 SY	150.00	3,000.00	90.50	\$1,810.00
67	CHANNELIZING DEVICES - TYPE 4	1 EA	400.00	400.00	357.00	\$357.00
68	MODIFY FENCING	1 LS	6,000.00	6,000.00	13,590.00	\$13,590.00
69	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	7,000.00	7,000.00	6,800.00	\$6,800.00
70	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	800.00	800.00	793.00	\$793.00
71	CEMENT CONCRETE SIDEWALK	1234 SY	130.00	160,420.00	102.00	\$125,868.00
72	RAMP DETECTABLE WARNING	336 SF	40.00	13,440.00	34.00	\$11,424.00
73	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	20,000.00	20,000.00	34,640.00	\$34,640.00
74	PAVEMENT MARKING - DURABLE HEAT APPLIED	830 SF	15.00	12,450.00	14.50	\$12,035.00
75	TEMPORARY PAVEMENT MARKING	1 LS	2,000.00	2,000.00	6,800.00	\$6,800.00
Bid Total				\$1,861,857.50		\$2,032,868.90

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,861,857.50	0.00	0.00	0.00	1,861,857.50
SHAMROCK PAVING INC(Submitted)	1,695,000.00	0.00	0.00	0.00	1,695,000.00
INLAND ASPHALT COMPANY(Submitted)	1,791,791.00	0.00	0.00	0.00	1,791,791.00
INLAND INFRASTRUCTURE LLC (Submitted)	1,898,465.00	0.00	0.00	0.00	1,898,465.00
POE ASPHALT PAVING INC(Submitted)	2,032,868.90	0.00	0.00	0.00	2,032,868.90

Low Bid Contractor: SHAMROCK PAVING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,695,000.00	1,861,857.50	8.96 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<hr/> 1,695,000.00	<hr/> 1,861,857.50	<hr/> 8.96 % Under Estimate



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Date Rec'd 12/19/2023

Clerk's File # OPR 2024-0011

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2022082
------------------------	----------------------	------------------	---------

Contact Name/Phone	DAN BULLER 625-6700	Bid #	
---------------------------	---------------------	--------------	--

Contact E-Mail	DBULLER@SPOKANECITY.ORG	Requisition #	CR #25815
-----------------------	-------------------------	----------------------	-----------

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	JBINGLE		
---------------------------	---------	--	--

Agenda Item Name	7/24 0370 – LOW BID AWARD – MARSHALL RD TMAIN PH2 2022082 NW		
-------------------------	--------------------------------------------------------------	--	--

Agenda Wording

Low Bid of Northwest Grading, Inc. (Spokane, WA) for the Marshall Road Transmission Main Phase 2 project in the amount of \$2,517,831.90. An administrative reserve of \$251,783.19 which is 10% of the contract, will be set aside.(Grandview/Thorpe)

Summary (Background)

On December 18, 2023 bids were opened for the above project. The low bid was from Northwest Grading, Inc., in the amount of \$2,517,831.90 which is \$1,950,134.90 or 43.65% under the Engineer's Estimate; eight other bids were received as follows: MDM Construction, Inc. - \$2,754,488.29; DW Excavating, Inc. - \$2,877,153.00; Halme Construction Inc. - \$2,943,459.37; Corridor Contractors - \$2,999,963.75; North Fork Enterprises - \$3,003,937.46; Alpine Contractors Group LLC - \$3,014,177.00; see 2nd pg

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 2,517,831.90
------------	-----------------

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

Amount

Budget Account

Expense	\$ \$2,517,831.90	# 4250-42300-94340-56501-11066
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Evergreen Excavating LLC - \$3,158,170.62; and Inland Infrastructure LLC - \$3,477,549.00.

Approvals		Additional Approvals	
<u>Dept Head</u>	BULLER, DAN	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	JONES, GARRETT		

Distribution List

	eraea@spokanecity.org
publicworksaccounting@spokanecity.org	ddaniels@spokanecity.org
pyoung@spokanecity.org	kgoodman@spokanecity.org
jgraaf@spokanecity.org	

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Marshall Road Water Transmission Main – Phases 2 & 3
Summary (Background)	<ul style="list-style-type: none"> • As development occurs along the Hwy 195 corridor, the Water Department is upgrading its infrastructure to support that development. • At present, a single transmission main (large diameter main) connects the city’s sources of supply (wells) to the growing Hwy 195 residential corridor. • This project provides a second transmission main by way of a two phase 2.5 mile 30” diameter transmission main. • Phase 1 has already bid and is planned to begin construction this fall. It will be located within the mostly gravel Marshall Rd. • Phases 2 & 3 cross multiple privately owned parcels as well as the railroad and then is within Cheney Spokane Rd. It will advertise this fall and is planned for construction in 2024. • Also included is a sewer main to serve this growing area. • See attached exhibit. • This project is locally funded.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approx. \$7M-\$10M Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

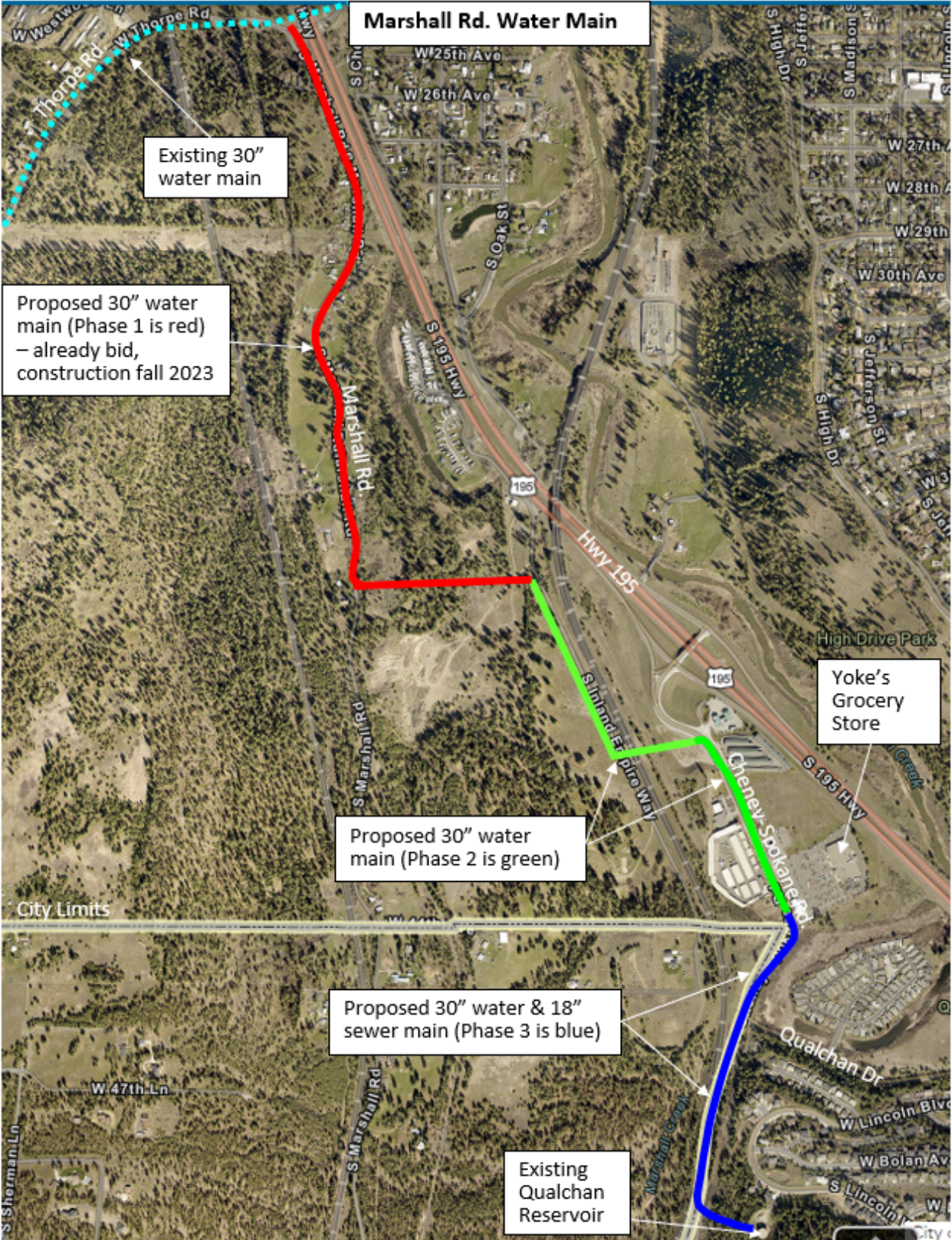
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

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



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: 12/5/23

Type of expenditure:

Goods Services

Department: Engineering Services

Approving Supervisor: Dan Buller

Amount of Proposed Expenditure: \$4,500,000 (engineer's estimate)

Is this against a master agreement? If yes, please provide the number:

Funding Source Water dept rate revenue & GFCs

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

Why is this expenditure necessary now?

This project (Marshall Rd. Ph 2) is a long planned water transmission main which will provide for the growing Hwy 195 corridor. The city has made certain infrastructure improvement commitments within this corridor of which this water main is a key component. +

What are the impacts if expenses are deferred?

Growth would be restricted if this water transmission main is not installed soon.

What alternative resources have been considered?

There are no funding alternatives as grant funding is generally not available for public water systems.

Description of the goods or service and any additional information?

3,500 ft of 30" dia. water transmission main, 500' of 8" dia. sewer main

Person Submitting Form/Contact: Dan Buller

Division Director:

Marlene Feist

CFO Signature:

Tonya Wallace

City Administrator Signature:

Garrett Jones
Garrett Jones (Dec 7, 2023 12:13 PST)

Additional Comments:

Project name is Marshall Rd. Ph 2.










2022082 ECF Marshall Rd Phase 2 Project for Engineering Services.


Final Audit Report


2023-12-07


Created:	2023-12-05
By:	Jillann Hansen (jehansen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1-S70wVBT4KZYWSOJPm6pDyflxwoDimn


"2022082 ECF Marshall Rd Phase 2 Project for Engineering Services." History


-  Document created by Jillann Hansen (jehansen@spokanecity.org)
2023-12-05 - 9:50:48 PM GMT- IP address: 73.225.89.46
-  Document emailed to dbuller@spokanecity.org for signature
2023-12-05 - 9:52:09 PM GMT
-  Email viewed by dbuller@spokanecity.org
2023-12-05 - 10:31:26 PM GMT- IP address: 198.1.39.252
-  Jillann Hansen (jehansen@spokanecity.org) replaced signer dbuller@spokanecity.org with Marlene Feist (mfeist@spokanecity.org)
2023-12-05 - 10:34:56 PM GMT- IP address: 73.225.89.46
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature
2023-12-05 - 10:34:56 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)
2023-12-05 - 11:24:46 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)
Signature Date: 2023-12-05 - 11:24:55 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-12-05 - 11:24:56 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-12-06 - 5:34:28 PM GMT- IP address: 198.1.39.252

 Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-12-06 - 5:34:44 PM GMT - Time Source: server- IP address: 198.1.39.252

 Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2023-12-06 - 5:34:45 PM GMT

 Email viewed by Garrett Jones (gjones@spokanecity.org)
2023-12-07 - 4:43:24 AM GMT- IP address: 146.75.136.0

 Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-12-07 - 8:13:46 PM GMT - Time Source: server- IP address: 198.1.39.252

 Agreement completed.
2023-12-07 - 8:13:46 PM GMT



City of Spokane
PUBLIC WORKS CONTRACT
Title: **MARSHALL ROAD TRANSMISSION
MAIN – PHASE 2**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **NORTHWEST GRADING, INC.**, whose address is 7451 Corn Maze Way, Hauser, Idaho 83854 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **MARSHALL ROAD TRANSMISSION MAIN – PHASE 2**.
2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2022082 shall apply.
3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.
4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.
5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.
6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$2,517,831.90, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall not include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

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

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

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

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

18. **EXECUTIVE ORDER 11246.**

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

by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.
31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

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

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

NORTHWEST GRADING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

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

23-272

PAYMENT BOND

We, **NORTHWEST GRADING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED THIRTY-ONE AND 90/100 DOLLARS (\$2,517,831.90)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **MARSHALL ROAD TRANSMISSION MAIN – PHASE 2**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

NORTHWEST GRADING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **NORTHWEST GRADING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED THIRTY-ONE AND 90/100 DOLLARS (\$2,517,831.90)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MARSHALL ROAD TRANSMISSION MAIN – PHASE 2**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

NORTHWEST GRADING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

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

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

SCHEDULE A-1

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATE D QUANTITIES	UNIT PRICE	TOTAL
1	APPRENTICE UTILIZATION	1.00 LS	\$ 22,098.00	\$ 22,098.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 5,367.00	\$ 5,367.00
4	POTHOLING	14.00 EA	\$ 1,585.00	\$ 22,190.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 19,475.00	\$ 19,475.00
6	MOBILIZATION	1.00 LS	\$ 129,419.00	\$ 129,419.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 8,479.00	\$ 8,479.00
8	SPECIAL SIGNS	45.00 SF	\$ 24.00	\$ 1,080.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	700.00 HR	\$ 5.20	\$ 3,640.00
10	TYPE III BARRICADE	6.00 EA	\$ 80.00	\$ 480.00
11	WORK ZONE SAFETY CONTINGENCY	1.00 FA	\$ 5,000.00	\$ 5,000.00
12	CLEARING AND GRUBBING	1.00 LS	\$ 15,471.00	\$ 15,471.00

13	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	20,994.00	\$	20,994.00
14	REMOVE EXISTING CURB	238.00 LF	\$	4.60	\$	1,094.80
15	REMOVE EXISTING CURB AND GUTTER	65.00 LF	\$	9.10	\$	591.50
16	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	39.00 SY	\$	19.00	\$	741.00
17	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	2.00 EA	\$	2,768.00	\$	5,536.00
18	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	26.00 LF	\$	13.00	\$	338.00
19	SAWCUTTING CURB	10.00 EA	\$	215.00	\$	2,150.00
20	SAWCUTTING RIGID PAVEMENT	27,150.00 LFI	\$	0.85	\$	23,077.50
21	SAWCUTTING FLEXIBLE PAVEMENT	9,560.00 LFI	\$	1.10	\$	10,516.00
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	38.00	\$	3,800.00
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	49.00	\$	4,900.00
24	PRE & POST CONSTRUCTION CONDITION SURVEY	1.00 LS	\$	19,065.00	\$	19,065.00
25	CONSTRUCTION VIBRATION MONITORING	1.00 LS	\$	5,367.00	\$	5,367.00
26	GRADING AND SHAPING	1.00 LS	\$	4,920.00	\$	4,920.00
27	CONTROLLED DENSITY FILL	4.00 CY	\$	266.00	\$	1,064.00
28	VACATED	0.00 VACATED	\$	0.00	\$	0.00

29	CRUSHED SURFACING BASE COURSE	317.00 CY	\$	36.00	\$	11,412.00
30	CSTC FOR SIDEWALK AND DRIVEWAYS	5.00 CY	\$	289.00	\$	1,445.00
31	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	4.00 SY	\$	215.00	\$	860.00
32	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	4,543.00 SY	\$	34.00	\$	154,462.00
33	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4,543.00 SY	\$	6.10	\$	27,712.30
34	JOB MIX COMPLIANCE PRICE ADJUSTMENT	(1.00) EST	\$	1.00	\$	(1.00)
35	COMPACTION PRICE ADJUSTMENT	22,715.00 EST	\$	1.00	\$	22,715.00
36	TRAFFIC BARRIER	188.00 LF	\$	27.00	\$	5,076.00
37	TEMPORARY CONCRETE BARRIER	188.00 LF	\$	70.00	\$	13,160.00
38	MANHOLE - 48 IN.	2.00 EA	\$	5,037.00	\$	10,074.00
39	MANHOLE - 48 IN. SHALLOW MODIFIED	1.00 EA	\$	3,235.00	\$	3,235.00
40	DRYWELL TYPE 2	1.00 EA	\$	4,244.00	\$	4,244.00
41	MH OR DW FRAME AND COVER (LOCKABLE)	1.00 EA	\$	1,308.00	\$	1,308.00
42	VALVE BOX AND COVER	2.00 EA	\$	996.00	\$	1,992.00
43	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	4,457.00	\$	4,457.00

44	MANHOLE TEST	1.00 EA	\$	937.00	\$	937.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	17.00 EA	\$	402.00	\$	6,834.00
46	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	450.00 CY	\$	179.00	\$	80,550.00
47	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	65.00	\$	650.00
48	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	172.00	\$	1,720.00
49	IMPORTED BACKFILL	50.00 CY	\$	58.00	\$	2,900.00
50	TRENCH SAFETY SYSTEM	1.00 LS	\$	6,976.00	\$	6,976.00
51	RECONNECT SIDE SEWER	36.00 LF	\$	450.00	\$	16,200.00
52	SIDE SEWER CLEANING AND VIDEO INSPECTION	2.00 EA	\$	456.00	\$	912.00
53	CUT-OFF WALL	6.00 EA	\$	1,437.00	\$	8,622.00
54	PLUGGING EXISTING PIPE	3.00 EA	\$	179.00	\$	537.00
55	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	5,581.00	\$	5,581.00
56	ENCASE WATER/SEWER AT CROSSINGS	2.00 EA	\$	3,441.00	\$	6,882.00
57	CLEANING EXISTING SANITARY SEWERS	1.00 EA	\$	3,757.00	\$	3,757.00
58	EXCAVATION AND SUPPORT FOR TRENCHLESS	1.00 LS	\$	19,410.00	\$	19,410.00
59	STEEL CASING PIPE 48 IN. DIA. TRENCHLESS	90.00 LF	\$	1,394.00	\$	125,460.00

60	CARRIER PIPE APPERTANCES FOR DI PIPE 30 IN. DIA.	90.00 LF	\$	74.00	\$	6,660.00
61	RAILROAD PROTECTIVE SERVICES	1.00 LS	\$	25,409.00	\$	25,409.00
62	DI PIPE FOR WATER MAIN 8 IN. DIA.	32.00 LF	\$	276.00	\$	8,832.00
63	DI PIPE FOR WATER MAIN 30 IN. DIA.	3,536.00 LF	\$	340.00	\$	1,202,240.00
64	BLOWOFF ASSEMBLY (Y-103A)	3.00 EA	\$	10,884.00	\$	32,652.00
65	GATE VALVE 8 IN.	2.00 EA	\$	5,446.00	\$	10,892.00
66	CHECK VALVE 8 IN.	1.00 EA	\$	5,085.00	\$	5,085.00
67	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	5.00 EA	\$	5,010.00	\$	25,050.00
68	HYDRANT ASSEMBLY	1.00 EA	\$	16,572.00	\$	16,572.00
69	TRENCH EXC. FOR WATER SERVICE TAP	400.00 LF	\$	70.00	\$	28,000.00
70	SANITARY SEWER PVC PIPE 8 IN. DIA.	270.00 LF	\$	97.00	\$	26,190.00
71	SANITARY SEWER DI PIPE 8 IN. DIA.	224.00 LF	\$	139.00	\$	31,136.00
72	SIDE SEWER PIPE 6 IN. DIA.	220.00 LF	\$	162.00	\$	35,640.00
73	SIDE SEWER PERMIT	3.00 EA	\$	644.00	\$	1,932.00
74	ESC LEAD	1.00 LS	\$	16,229.00	\$	16,229.00

75	TEMPORARY EROSION CONTROL BLANKET	667.00 SY	\$	12.00	\$	8,004.00
76	INLET PROTECTION	11.00 EA	\$	651.00	\$	7,161.00
77	SILT FENCE	560.00 LF	\$	8.00	\$	4,480.00
78	WATTLE	27.00 LF	\$	13.00	\$	351.00
79	STREET CLEANING	10.00 HR	\$	412.00	\$	4,120.00
80	TEMPORARY SEEDING	7,834.00 SY	\$	0.80	\$	6,267.20
81	TOPSOIL TYPE A, 2 INCH THICK	7,834.00 SY	\$	2.80	\$	21,935.20
82	HYDROSEEDING	7,834.00 SY	\$	0.80	\$	6,267.20
83	SOD INSTALLATION	54.00 SY	\$	107.00	\$	5,778.00
84	LAWN MOWING	1.00 LS	\$	4,263.00	\$	4,263.00
85	TOPSOIL FOR BIO-INFILTRATION SWALES, 6 INCH THICK INCL. SE	375.00 SY	\$	6.10	\$	2,287.50
86	CONSTRUCT BIO-INFILTRATION SWALE	375.00 SY	\$	47.00	\$	17,625.00
87	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	5,367.00	\$	5,367.00
88	CEMENT CONCRETE CURB AND GUTTER	50.00 LF	\$	44.00	\$	2,200.00
89	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	30.00 SY	\$	102.00	\$	3,060.00
90	CHANNELIZING DEVICES - TYPE 4	1.00 EA	\$	370.00	\$	370.00

91	TEMPORARY CONSTRUCTION FENCING	1.00 LS	\$	8,030.00	\$	8,030.00
92	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	4,830.00	\$	4,830.00
93	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	14,489.00	\$	14,489.00
94	CEMENT CONCRETE SIDEWALK	40.00 SY	\$	83.00	\$	3,320.00
95	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	3,065.00	\$	3,065.00
96	PAVEMENT MARKING - PAINT	2,059.00 SF	\$	1.50	\$	3,088.50
97	WORD AND SYMBOL MARKINGS - PAINT	8.00 EA	\$	145.00	\$	1,160.00
98	PERMANENT DOT LANE MARKER 4X6	454.00 EA	\$	6.50	\$	2,951.00
99	PERMANENT DOT LANE MARKER 8X8	12.00 EA	\$	7.60	\$	91.20
100	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	5,367.00	\$	5,367.00
101	REINFORCED DOWELED CURB	102.00 LF	\$	37.00	\$	3,774.00
102	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	130.00 LF	\$	52.00	\$	6,760.00
103	TRAFFIC ISLAND CONCRETE	27.00 SY	\$	71.00	\$	1,917.00
Schedule A-1 Subtotal					\$	<u>2,517,831.90</u>
Summary of Bid Items					Bid Total	\$ <u>2,517,831.90</u>

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

Project Number 2022082

Project Description Marshall Road Transmission Main - Phase 2

Original Date

12/18/2023 3:21:00 PM

Project Number: 2022082			Engineer's Estimate		NORTHWEST GRADING, INC (Submitted)		MDM CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Tax Classification										
Schedule 01										
Sales tax shall NOT be included in unit prices										
1	APPRENTICE UTILIZATION	1 LS	20,000.00	20,000.00	22,098.00	\$22,098.00	20,000.00	\$20,000.00	3,200.00	\$3,200.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	5,367.00	\$5,367.00	1,058.66	\$1,058.66	49.95	\$49.95
4	POTHOLING	14 EA	700.00	9,800.00	1,585.00	\$22,190.00	430.61	\$6,028.54	330.00	\$4,620.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	19,475.00	\$19,475.00	21,667.67	\$21,667.67	17,000.00	\$17,000.00
6	MOBILIZATION	1 LS	406,178.80	406,178.80	129,419.00	\$129,419.00	325,000.00	\$325,000.00	254,950.00	\$254,950.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	50,000.00	50,000.00	8,479.00	\$8,479.00	55,000.00	\$55,000.00	16,000.00	\$16,000.00
8	SPECIAL SIGNS	45 SF	25.00	1,125.00	24.00	\$1,080.00	32.02	\$1,440.90	30.00	\$1,350.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	8.00	5,600.00	5.20	\$3,640.00	9.72	\$6,804.00	9.00	\$6,300.00
10	TYPE III BARRICADE	6 EA	120.00	720.00	80.00	\$480.00	200.15	\$1,200.90	185.00	\$1,110.00
11	WORK ZONE SAFETY CONTINGENCY	1 FA	5,000.00	5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
12	CLEARING AND GRUBBING	1 LS	40,000.00	40,000.00	15,471.00	\$15,471.00	10,498.83	\$10,498.83	43,000.00	\$43,000.00
13	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	15,000.00	15,000.00	20,994.00	\$20,994.00	1,500.00	\$1,500.00	4,000.00	\$4,000.00
14	REMOVE EXISTING CURB	238 LF	12.00	2,856.00	4.60	\$1,094.80	3.43	\$816.34	11.00	\$2,618.00
15	REMOVE EXISTING CURB AND GUTTER	65 LF	20.00	1,300.00	9.10	\$591.50	3.43	\$222.95	16.00	\$1,040.00
16	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	39 SY	35.00	1,365.00	19.00	\$741.00	3.90	\$152.10	34.00	\$1,326.00
17	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	2 EA	1,800.00	3,600.00	2,768.00	\$5,536.00	900.00	\$1,800.00	635.00	\$1,270.00
18	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	26 LF	50.00	1,300.00	13.00	\$338.00	33.00	\$858.00	6.00	\$156.00
19	SAWCUTTING CURB	10 EA	40.00	400.00	215.00	\$2,150.00	28.59	\$285.90	27.00	\$270.00
20	SAWCUTTING RIGID PAVEMENT	27150 LFI	2.50	67,875.00	0.85	\$23,077.50	0.94	\$25,521.00	0.82	\$22,263.00
21	SAWCUTTING FLEXIBLE PAVEMENT	9560 LFI	1.50	14,340.00	1.10	\$10,516.00	0.42	\$4,015.20	0.40	\$3,824.00
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	45.00	4,500.00	38.00	\$3,800.00	28.00	\$2,800.00	35.00	\$3,500.00
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	50.00	5,000.00	49.00	\$4,900.00	28.00	\$2,800.00	49.00	\$4,900.00
24	PRE & POST CONSTRUCTION CONDITION SURVEY	1 LS	5,000.00	5,000.00	19,065.00	\$19,065.00	22,874.61	\$22,874.61	3,500.00	\$3,500.00
25	CONSTRUCTION VIBRATION MONITORING	1 LS	5,000.00	5,000.00	5,367.00	\$5,367.00	11,437.31	\$11,437.31	3,500.00	\$3,500.00
26	GRADING AND SHAPING	1 LS	20,000.00	20,000.00	4,920.00	\$4,920.00	31,708.48	\$31,708.48	12,000.00	\$12,000.00
27	CONTROLLED DENSITY FILL	4 CY	250.00	1,000.00	266.00	\$1,064.00	359.35	\$1,437.40	228.00	\$912.00
28	VACATED	0 VACATED	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

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

<i>Project Number: 2022082</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		NORTH FORK ENTERPRISES (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
Tax Classification										
<i>Schedule 01</i>										
Sales tax shall NOT be included in unit prices										
1	APPRENTICE UTILIZATION	1 LS	20,000.00	20,000.00	5,880.82	\$5,880.82	500.00	\$500.00	20,000.00	\$20,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	2,940.41	\$2,940.41	2,000.00	\$2,000.00	2,500.00	\$2,500.00
4	POTHOLING	14 EA	700.00	9,800.00	609.67	\$8,535.38	850.00	\$11,900.00	875.00	\$12,250.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	11,761.65	\$11,761.65	6,000.00	\$6,000.00	20,000.00	\$20,000.00
6	MOBILIZATION	1 LS	406,178.80	406,178.80	268,188.83	\$268,188.83	225,000.00	\$225,000.00	275,000.00	\$275,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	50,000.00	50,000.00	39,918.49	\$39,918.49	35,000.00	\$35,000.00	36,256.00	\$36,256.00
8	SPECIAL SIGNS	45 SF	25.00	1,125.00	32.42	\$1,458.90	50.00	\$2,250.00	23.00	\$1,035.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	8.00	5,600.00	9.84	\$6,888.00	10.00	\$7,000.00	4.50	\$3,150.00
10	TYPE III BARRICADE	6 EA	120.00	720.00	202.61	\$1,215.66	215.00	\$1,290.00	70.00	\$420.00
11	WORK ZONE SAFETY CONTINGENCY	1 FA	5,000.00	5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
12	CLEARING AND GRUBBING	1 LS	40,000.00	40,000.00	15,991.49	\$15,991.49	12,500.00	\$12,500.00	35,000.00	\$35,000.00
13	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	15,000.00	15,000.00	11,761.65	\$11,761.65	3,500.00	\$3,500.00	6,000.00	\$6,000.00
14	REMOVE EXISTING CURB	238 LF	12.00	2,856.00	33.84	\$8,053.92	15.00	\$3,570.00	6.00	\$1,428.00
15	REMOVE EXISTING CURB AND GUTTER	65 LF	20.00	1,300.00	36.95	\$2,401.75	20.00	\$1,300.00	10.00	\$650.00
16	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	39 SY	35.00	1,365.00	41.56	\$1,620.84	30.00	\$1,170.00	16.00	\$624.00
17	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	2 EA	1,800.00	3,600.00	1,368.32	\$2,736.64	2,000.00	\$4,000.00	1,200.00	\$2,400.00
18	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	26 LF	50.00	1,300.00	11.80	\$306.80	50.00	\$1,300.00	30.00	\$780.00
19	SAWCUTTING CURB	10 EA	40.00	400.00	65.43	\$654.30	100.00	\$1,000.00	35.00	\$350.00
20	SAWCUTTING RIGID PAVEMENT	27150 LFI	2.50	67,875.00	0.81	\$21,991.50	1.00	\$27,150.00	1.00	\$27,150.00
21	SAWCUTTING FLEXIBLE PAVEMENT	9560 LFI	1.50	14,340.00	0.51	\$4,875.60	0.80	\$7,648.00	0.75	\$7,170.00
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	45.00	4,500.00	33.75	\$3,375.00	40.00	\$4,000.00	35.00	\$3,500.00
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	50.00	5,000.00	71.34	\$7,134.00	40.00	\$4,000.00	45.00	\$4,500.00
24	PRE & POST CONSTRUCTION CONDITION SURVEY	1 LS	5,000.00	5,000.00	17,642.46	\$17,642.46	5,000.00	\$5,000.00	8,500.00	\$8,500.00
25	CONSTRUCTION VIBRATION MONITORING	1 LS	5,000.00	5,000.00	17,642.47	\$17,642.47	5,000.00	\$5,000.00	6,000.00	\$6,000.00
26	GRADING AND SHAPING	1 LS	20,000.00	20,000.00	15,447.83	\$15,447.83	16,500.00	\$16,500.00	24,840.00	\$24,840.00
27	CONTROLLED DENSITY FILL	4 CY	250.00	1,000.00	207.87	\$831.48	230.00	\$920.00	270.00	\$1,080.00
28	VACATED	0 VACATED	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

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

<i>Project Number: 2022082</i>			<i>Engineer's Estimate</i>		ALPINE CONTRACTORS GROUP LLC (Submitted)		EVERGREEN EXCAVATING LLC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
Tax Classification										
<i>Schedule 01</i>										
Sales tax shall NOT be included in unit prices										
1	APPRENTICE UTILIZATION	1 LS	20,000.00	20,000.00	8,564.00	\$8,564.00	6,285.33	\$6,285.33	10,000.00	\$10,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	2,908.00	\$2,908.00	1,718.33	\$1,718.33	5,000.00	\$5,000.00
4	POTHOLING	14 EA	700.00	9,800.00	684.00	\$9,576.00	529.46	\$7,412.44	650.00	\$9,100.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	8,142.00	\$8,142.00	2,147.89	\$2,147.89	11,000.00	\$11,000.00
6	MOBILIZATION	1 LS	406,178.80	406,178.80	141,753.00	\$141,753.00	94,663.21	\$94,663.21	345,000.00	\$345,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	50,000.00	50,000.00	34,868.00	\$34,868.00	24,099.72	\$24,099.72	94,000.00	\$94,000.00
8	SPECIAL SIGNS	45 SF	25.00	1,125.00	24.00	\$1,080.00	65.42	\$2,943.90	32.00	\$1,440.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	8.00	5,600.00	4.50	\$3,150.00	6.03	\$4,221.00	9.00	\$6,300.00
10	TYPE III BARRICADE	6 EA	120.00	720.00	35.00	\$210.00	192.43	\$1,154.58	200.00	\$1,200.00
11	WORK ZONE SAFETY CONTINGENCY	1 FA	5,000.00	5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00	5,000.00	\$5,000.00
12	CLEARING AND GRUBBING	1 LS	40,000.00	40,000.00	33,173.00	\$33,173.00	37,665.72	\$37,665.72	95,000.00	\$95,000.00
13	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	15,000.00	15,000.00	30,482.00	\$30,482.00	102,831.65	\$102,831.65	8,550.00	\$8,550.00
14	REMOVE EXISTING CURB	238 LF	12.00	2,856.00	15.00	\$3,570.00	1.93	\$459.34	11.00	\$2,618.00
15	REMOVE EXISTING CURB AND GUTTER	65 LF	20.00	1,300.00	15.00	\$975.00	7.11	\$462.15	11.00	\$715.00
16	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	39 SY	35.00	1,365.00	16.00	\$624.00	6.83	\$266.37	23.00	\$897.00
17	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	2 EA	1,800.00	3,600.00	970.00	\$1,940.00	533.67	\$1,067.34	1,355.00	\$2,710.00
18	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	26 LF	50.00	1,300.00	217.00	\$5,642.00	18.45	\$479.70	30.00	\$780.00
19	SAWCUTTING CURB	10 EA	40.00	400.00	35.00	\$350.00	79.29	\$792.90	30.00	\$300.00
20	SAWCUTTING RIGID PAVEMENT	27150 LFI	2.50	67,875.00	1.50	\$40,725.00	1.64	\$44,526.00	1.00	\$27,150.00
21	SAWCUTTING FLEXIBLE PAVEMENT	9560 LFI	1.50	14,340.00	0.35	\$3,346.00	0.77	\$7,361.20	0.50	\$4,780.00
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	45.00	4,500.00	38.00	\$3,800.00	32.84	\$3,284.00	50.00	\$5,000.00
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	50.00	5,000.00	43.00	\$4,300.00	31.05	\$3,105.00	45.00	\$4,500.00
24	PRE & POST CONSTRUCTION CONDITION SURVEY	1 LS	5,000.00	5,000.00	10,460.00	\$10,460.00	22,549.26	\$22,549.26	20,000.00	\$20,000.00
25	CONSTRUCTION VIBRATION MONITORING	1 LS	5,000.00	5,000.00	17,434.00	\$17,434.00	12,436.31	\$12,436.31	20,000.00	\$20,000.00
26	GRADING AND SHAPING	1 LS	20,000.00	20,000.00	12,059.00	\$12,059.00	38,669.11	\$38,669.11	20,000.00	\$20,000.00
27	CONTROLLED DENSITY FILL	4 CY	250.00	1,000.00	262.00	\$1,048.00	332.36	\$1,329.44	315.00	\$1,260.00
28	VACATED	0 VACATED	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

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

<i>Project Number: 2022082</i>			<i>Engineer's Estimate</i>		NORTHWEST GRADING, INC (Submitted)		MDM CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
29	CRUSHED SURFACING BASE COURSE	317 CY	75.00	23,775.00	36.00	\$11,412.00	35.99	\$11,408.83	69.00	\$21,873.00
30	CSTC FOR SIDEWALK AND DRIVEWAYS	5 CY	175.00	875.00	289.00	\$1,445.00	59.98	\$299.90	272.00	\$1,360.00
31	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	4 SY	80.00	320.00	215.00	\$860.00	228.74	\$914.96	210.00	\$840.00
32	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	4543 SY	100.00	454,300.00	34.00	\$154,462.00	36.60	\$166,273.80	34.00	\$154,462.00
33	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4543 SY	40.00	181,720.00	6.10	\$27,712.30	26.74	\$121,479.82	32.00	\$145,376.00
34	JOB MIX COMPLIANCE PRICE ADJUSTMENT	(1) EST	1.00	(1.00)	1.00	(\$1.00)	1.00	(\$1.00)	1.00	(\$1.00)
35	COMPACTION PRICE ADJUSTMENT	22715 EST	1.00	22,715.00	1.00	\$22,715.00	1.00	\$22,715.00	1.00	\$22,715.00
36	TRAFFIC BARRIER	188 LF	40.00	7,520.00	27.00	\$5,076.00	34.31	\$6,450.28	2.00	\$376.00
37	TEMPORARY CONCRETE BARRIER	188 LF	200.00	37,600.00	70.00	\$13,160.00	70.00	\$13,160.00	68.00	\$12,784.00
38	MANHOLE - 48 IN.	2 EA	7,000.00	14,000.00	5,037.00	\$10,074.00	3,833.76	\$7,667.52	4,755.00	\$9,510.00
39	MANHOLE - 48 IN. SHALLOW MODIFIED	1 EA	5,000.00	5,000.00	3,235.00	\$3,235.00	9,075.74	\$9,075.74	4,200.00	\$4,200.00
40	DRYWELL TYPE 2	1 EA	10,000.00	10,000.00	4,244.00	\$4,244.00	5,515.72	\$5,515.72	6,100.00	\$6,100.00
41	MH OR DW FRAME AND COVER (LOCKABLE)	1 EA	1,200.00	1,200.00	1,308.00	\$1,308.00	514.67	\$514.67	1,355.00	\$1,355.00
42	VALVE BOX AND COVER	2 EA	800.00	1,600.00	996.00	\$1,992.00	815.64	\$1,631.28	800.00	\$1,600.00
43	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	1,000.00	1,000.00	4,457.00	\$4,457.00	617.73	\$617.73	1,672.00	\$1,672.00
44	MANHOLE TEST	1 EA	1,000.00	1,000.00	937.00	\$937.00	686.53	\$686.53	1,630.00	\$1,630.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	17 EA	700.00	11,900.00	402.00	\$6,834.00	334.90	\$5,693.30	620.00	\$10,540.00
46	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	450 CY	350.00	157,500.00	179.00	\$80,550.00	40.55	\$18,247.50	135.00	\$60,750.00
47	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	75.00	750.00	65.00	\$650.00	28.00	\$280.00	37.00	\$370.00
48	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	90.00	900.00	172.00	\$1,720.00	28.00	\$280.00	34.00	\$340.00
49	IMPORTED BACKFILL	50 CY	100.00	5,000.00	58.00	\$2,900.00	45.00	\$2,250.00	50.00	\$2,500.00
50	TRENCH SAFETY SYSTEM	1 LS	25,000.00	25,000.00	6,976.00	\$6,976.00	1,000.00	\$1,000.00	25,000.00	\$25,000.00
51	RECONNECT SIDE SEWER	36 LF	100.00	3,600.00	450.00	\$16,200.00	66.68	\$2,400.48	100.00	\$3,600.00
52	SIDE SEWER CLEANING AND VIDEO INSPECTION	2 EA	500.00	1,000.00	456.00	\$912.00	431.19	\$862.38	945.00	\$1,890.00
53	CUT-OFF WALL	6 EA	5,000.00	30,000.00	1,437.00	\$8,622.00	1,533.85	\$9,203.10	2,980.00	\$17,880.00
54	PLUGGING EXISTING PIPE	3 EA	500.00	1,500.00	179.00	\$537.00	115.54	\$346.62	300.00	\$900.00
55	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	10,000.00	10,000.00	5,581.00	\$5,581.00	10,761.43	\$10,761.43	12,000.00	\$12,000.00
56	ENCASE WATER/SEWER AT CROSSINGS	2 EA	2,000.00	4,000.00	3,441.00	\$6,882.00	2,030.31	\$4,060.62	1,025.00	\$2,050.00
57	CLEANING EXISTING SANITARY SEWERS	1 EA	1,000.00	1,000.00	3,757.00	\$3,757.00	886.39	\$886.39	1,220.00	\$1,220.00
58	EXCAVATION AND SUPPORT FOR TRENCHLESS	1 LS	275,000.00	275,000.00	19,410.00	\$19,410.00	28,267.64	\$28,267.64	98,000.00	\$98,000.00

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

<i>Project Number: 2022082</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		NORTH FORK ENTERPRISES (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
29	CRUSHED SURFACING BASE COURSE	317 CY	75.00	23,775.00	81.93	\$25,971.81	70.00	\$22,190.00	60.00	\$19,020.00
30	CSTC FOR SIDEWALK AND DRIVEWAYS	5 CY	175.00	875.00	648.34	\$3,241.70	150.00	\$750.00	500.00	\$2,500.00
31	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	4 SY	80.00	320.00	225.76	\$903.04	225.00	\$900.00	206.00	\$824.00
32	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	4543 SY	100.00	454,300.00	36.64	\$166,455.52	37.00	\$168,091.00	36.00	\$163,548.00
33	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4543 SY	40.00	181,720.00	30.86	\$140,196.98	15.00	\$68,145.00	40.00	\$181,720.00
34	JOB MIX COMPLIANCE PRICE ADJUSTMENT	(1) EST	1.00	(1.00)	1.00	(\$1.00)	1.00	(\$1.00)	1.00	(\$1.00)
35	COMPACTION PRICE ADJUSTMENT	22715 EST	1.00	22,715.00	1.00	\$22,715.00	1.00	\$22,715.00	1.00	\$22,715.00
36	TRAFFIC BARRIER	188 LF	40.00	7,520.00	2.32	\$436.16	15.00	\$2,820.00	76.63	\$14,406.44
37	TEMPORARY CONCRETE BARRIER	188 LF	200.00	37,600.00	184.74	\$34,731.12	100.00	\$18,800.00	76.63	\$14,406.44
38	MANHOLE - 48 IN.	2 EA	7,000.00	14,000.00	5,076.55	\$10,153.10	6,900.00	\$13,800.00	5,859.00	\$11,718.00
39	MANHOLE - 48 IN. SHALLOW MODIFIED	1 EA	5,000.00	5,000.00	6,331.44	\$6,331.44	6,300.00	\$6,300.00	3,899.00	\$3,899.00
40	DRYWELL TYPE 2	1 EA	10,000.00	10,000.00	10,724.06	\$10,724.06	9,000.00	\$9,000.00	5,000.00	\$5,000.00
41	MH OR DW FRAME AND COVER (LOCKABLE)	1 EA	1,200.00	1,200.00	657.81	\$657.81	1,500.00	\$1,500.00	1,200.00	\$1,200.00
42	VALVE BOX AND COVER	2 EA	800.00	1,600.00	794.19	\$1,588.38	1,000.00	\$2,000.00	800.00	\$1,600.00
43	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	1,000.00	1,000.00	377.19	\$377.19	1,500.00	\$1,500.00	1,200.00	\$1,200.00
44	MANHOLE TEST	1 EA	1,000.00	1,000.00	1,219.32	\$1,219.32	1,000.00	\$1,000.00	988.00	\$988.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	17 EA	700.00	11,900.00	415.89	\$7,070.13	750.00	\$12,750.00	300.00	\$5,100.00
46	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	450 CY	350.00	157,500.00	138.00	\$62,100.00	300.00	\$135,000.00	72.00	\$32,400.00
47	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	75.00	750.00	63.99	\$639.90	100.00	\$1,000.00	40.00	\$400.00
48	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	90.00	900.00	55.08	\$550.80	100.00	\$1,000.00	45.00	\$450.00
49	IMPORTED BACKFILL	50 CY	100.00	5,000.00	44.44	\$2,222.00	40.00	\$2,000.00	32.20	\$1,610.00
50	TRENCH SAFETY SYSTEM	1 LS	25,000.00	25,000.00	9,409.32	\$9,409.32	30,000.00	\$30,000.00	12,000.00	\$12,000.00
51	RECONNECT SIDE SEWER	36 LF	100.00	3,600.00	116.58	\$4,196.88	750.00	\$27,000.00	66.00	\$2,376.00
52	SIDE SEWER CLEANING AND VIDEO INSPECTION	2 EA	500.00	1,000.00	2,315.46	\$4,630.92	1,500.00	\$3,000.00	1,600.00	\$3,200.00
53	CUT-OFF WALL	6 EA	5,000.00	30,000.00	3,841.45	\$23,048.70	3,000.00	\$18,000.00	2,100.00	\$12,600.00
54	PLUGGING EXISTING PIPE	3 EA	500.00	1,500.00	475.90	\$1,427.70	500.00	\$1,500.00	500.00	\$1,500.00
55	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	10,000.00	10,000.00	11,761.65	\$11,761.65	15,000.00	\$15,000.00	12,000.00	\$12,000.00
56	ENCASE WATER/SEWER AT CROSSINGS	2 EA	2,000.00	4,000.00	5,022.39	\$10,044.78	1,900.00	\$3,800.00	3,224.00	\$6,448.00
57	CLEANING EXISTING SANITARY SEWERS	1 EA	1,000.00	1,000.00	1,267.37	\$1,267.37	2,000.00	\$2,000.00	1,500.00	\$1,500.00
58	EXCAVATION AND SUPPORT FOR TRENCHLESS	1 LS	275,000.00	275,000.00	65,590.92	\$65,590.92	100,000.00	\$100,000.00	75,000.00	\$75,000.00

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

<i>Project Number: 2022082</i>			<i>Engineer's Estimate</i>		ALPINE CONTRACTORS GROUP LLC (Submitted)		EVERGREEN EXCAVATING LLC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
29	CRUSHED SURFACING BASE COURSE	317 CY	75.00	23,775.00	71.00	\$22,507.00	41.31	\$13,095.27	88.00	\$27,896.00
30	CSTC FOR SIDEWALK AND DRIVEWAYS	5 CY	175.00	875.00	243.00	\$1,215.00	107.98	\$539.90	400.00	\$2,000.00
31	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	4 SY	80.00	320.00	217.00	\$868.00	427.91	\$1,711.64	200.00	\$800.00
32	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	4543 SY	100.00	454,300.00	35.00	\$159,005.00	49.76	\$226,059.68	33.00	\$149,919.00
33	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4543 SY	40.00	181,720.00	40.00	\$181,720.00	20.72	\$94,130.96	45.00	\$204,435.00
34	JOB MIX COMPLIANCE PRICE ADJUSTMENT	(1) EST	1.00	(1.00)	1.00	(\$1.00)	1.00	(\$1.00)	1.00	(\$1.00)
35	COMPACTION PRICE ADJUSTMENT	22715 EST	1.00	22,715.00	1.00	\$22,715.00	1.00	\$22,715.00	1.00	\$22,715.00
36	TRAFFIC BARRIER	188 LF	40.00	7,520.00	83.00	\$15,604.00	23.54	\$4,425.52	14.00	\$2,632.00
37	TEMPORARY CONCRETE BARRIER	188 LF	200.00	37,600.00	81.00	\$15,228.00	26.71	\$5,021.48	90.00	\$16,920.00
38	MANHOLE - 48 IN.	2 EA	7,000.00	14,000.00	5,025.00	\$10,050.00	3,919.35	\$7,838.70	7,600.00	\$15,200.00
39	MANHOLE - 48 IN. SHALLOW MODIFIED	1 EA	5,000.00	5,000.00	3,732.00	\$3,732.00	2,806.69	\$2,806.69	7,150.00	\$7,150.00
40	DRYWELL TYPE 2	1 EA	10,000.00	10,000.00	5,316.00	\$5,316.00	6,161.62	\$6,161.62	6,850.00	\$6,850.00
41	MH OR DW FRAME AND COVER (LOCKABLE)	1 EA	1,200.00	1,200.00	2,083.00	\$2,083.00	1,148.20	\$1,148.20	1,800.00	\$1,800.00
42	VALVE BOX AND COVER	2 EA	800.00	1,600.00	1,161.00	\$2,322.00	440.52	\$881.04	650.00	\$1,300.00
43	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	1,000.00	1,000.00	1,998.00	\$1,998.00	671.83	\$671.83	925.00	\$925.00
44	MANHOLE TEST	1 EA	1,000.00	1,000.00	870.00	\$870.00	1,253.41	\$1,253.41	1,800.00	\$1,800.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	17 EA	700.00	11,900.00	320.00	\$5,440.00	329.23	\$5,596.91	385.00	\$6,545.00
46	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	450 CY	350.00	157,500.00	224.00	\$100,800.00	134.05	\$60,322.50	175.00	\$78,750.00
47	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	75.00	750.00	36.00	\$360.00	56.35	\$563.50	50.00	\$500.00
48	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	90.00	900.00	75.00	\$750.00	58.22	\$582.20	45.00	\$450.00
49	IMPORTED BACKFILL	50 CY	100.00	5,000.00	26.00	\$1,300.00	26.24	\$1,312.00	45.00	\$2,250.00
50	TRENCH SAFETY SYSTEM	1 LS	25,000.00	25,000.00	6,058.00	\$6,058.00	7,461.78	\$7,461.78	140,000.00	\$140,000.00
51	RECONNECT SIDE SEWER	36 LF	100.00	3,600.00	130.00	\$4,680.00	60.42	\$2,175.12	200.00	\$7,200.00
52	SIDE SEWER CLEANING AND VIDEO INSPECTION	2 EA	500.00	1,000.00	697.00	\$1,394.00	1,270.57	\$2,541.14	650.00	\$1,300.00
53	CUT-OFF WALL	6 EA	5,000.00	30,000.00	1,924.00	\$11,544.00	1,927.13	\$11,562.78	5,300.00	\$31,800.00
54	PLUGGING EXISTING PIPE	3 EA	500.00	1,500.00	890.00	\$2,670.00	260.50	\$781.50	525.00	\$1,575.00
55	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	10,000.00	10,000.00	9,152.00	\$9,152.00	8,026.32	\$8,026.32	35,000.00	\$35,000.00
56	ENCASE WATER/SEWER AT CROSSINGS	2 EA	2,000.00	4,000.00	1,635.00	\$3,270.00	2,369.69	\$4,739.38	1,850.00	\$3,700.00
57	CLEANING EXISTING SANITARY SEWERS	1 EA	1,000.00	1,000.00	930.00	\$930.00	1,316.91	\$1,316.91	525.00	\$525.00
58	EXCAVATION AND SUPPORT FOR TRENCHLESS	1 LS	275,000.00	275,000.00	87,424.00	\$87,424.00	33,156.53	\$33,156.53	120,000.00	\$120,000.00

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

<i>Project Number: 2022082</i>			<i>Engineer's Estimate</i>		NORTHWEST GRADING, INC (Submitted)		MDM CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
59	STEEL CASING PIPE 48 IN. DIA. TRENCHLESS	90 LF	2,400.00	216,000.00	1,394.00	\$125,460.00	2,496.22	\$224,659.80	1,638.00	\$147,420.00
60	CARRIER PIPE APERTANCES FOR DI PIPE 30 IN. DIA.	90 LF	100.00	9,000.00	74.00	\$6,660.00	67.76	\$6,098.40	112.00	\$10,080.00
61	RAILROAD PROTECTIVE SERVICES	1 LS	27,000.00	27,000.00	25,409.00	\$25,409.00	41,174.30	\$41,174.30	186,000.00	\$186,000.00
62	DI PIPE FOR WATER MAIN 8 IN. DIA.	32 LF	200.00	6,400.00	276.00	\$8,832.00	463.16	\$14,821.12	430.00	\$13,760.00
63	DI PIPE FOR WATER MAIN 30 IN. DIA.	3536 LF	500.00	1,768,000.00	340.00	\$1,202,240.00	325.00	\$1,149,200.00	333.00	\$1,177,488.00
64	BLOWOFF ASSEMBLY (Y-103A)	3 EA	15,000.00	45,000.00	10,884.00	\$32,652.00	9,999.54	\$29,998.62	11,500.00	\$34,500.00
65	GATE VALVE 8 IN.	2 EA	5,000.00	10,000.00	5,446.00	\$10,892.00	2,227.50	\$4,455.00	2,950.00	\$5,900.00
66	CHECK VALVE 8 IN.	1 EA	5,000.00	5,000.00	5,085.00	\$5,085.00	2,361.07	\$2,361.07	2,275.00	\$2,275.00
67	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	5 EA	8,000.00	40,000.00	5,010.00	\$25,050.00	4,545.48	\$22,727.40	4,500.00	\$22,500.00
68	HYDRANT ASSEMBLY	1 EA	10,000.00	10,000.00	16,572.00	\$16,572.00	14,599.90	\$14,599.90	10,750.00	\$10,750.00
69	TRENCH EXC. FOR WATER SERVICE TAP	400 LF	40.00	16,000.00	70.00	\$28,000.00	20.61	\$8,244.00	60.00	\$24,000.00
70	SANITARY SEWER PVC PIPE 8 IN. DIA.	270 LF	50.00	13,500.00	97.00	\$26,190.00	73.39	\$19,815.30	100.00	\$27,000.00
71	SANITARY SEWER DI PIPE 8 IN. DIA.	224 LF	200.00	44,800.00	139.00	\$31,136.00	132.08	\$29,585.92	127.00	\$28,448.00
72	SIDE SEWER PIPE 6 IN. DIA.	220 LF	300.00	66,000.00	162.00	\$35,640.00	120.36	\$26,479.20	111.00	\$24,420.00
73	SIDE SEWER PERMIT	3 EA	500.00	1,500.00	644.00	\$1,932.00	3,000.00	\$9,000.00	50.00	\$150.00
74	ESC LEAD	1 LS	5,000.00	5,000.00	16,229.00	\$16,229.00	4,352.70	\$4,352.70	3,300.00	\$3,300.00
75	TEMPORARY EROSION CONTROL BLANKET	667 SY	10.00	6,670.00	12.00	\$8,004.00	2.13	\$1,420.71	4.50	\$3,001.50
76	INLET PROTECTION	11 EA	175.00	1,925.00	651.00	\$7,161.00	122.66	\$1,349.26	70.00	\$770.00
77	SILT FENCE	560 LF	8.00	4,480.00	8.00	\$4,480.00	6.11	\$3,421.60	7.50	\$4,200.00
78	WATTLE	27 LF	25.00	675.00	13.00	\$351.00	21.37	\$576.99	7.00	\$189.00
79	STREET CLEANING	10 HR	240.00	2,400.00	412.00	\$4,120.00	228.74	\$2,287.40	368.00	\$3,680.00
80	TEMPORARY SEEDING	7834 SY	2.00	15,668.00	0.80	\$6,267.20	0.86	\$6,737.24	0.80	\$6,267.20
81	TOPSOIL TYPE A, 2 INCH THICK	7834 SY	8.00	62,672.00	2.80	\$21,935.20	1.66	\$13,004.44	4.00	\$31,336.00
82	HYDROSEEDING	7834 SY	2.00	15,668.00	0.80	\$6,267.20	0.86	\$6,737.24	0.80	\$6,267.20
83	SOD INSTALLATION	54 SY	50.00	2,700.00	107.00	\$5,778.00	28.38	\$1,532.52	32.00	\$1,728.00
84	LAWN MOWING	1 LS	500.00	500.00	4,263.00	\$4,263.00	1,774.21	\$1,774.21	5,500.00	\$5,500.00
85	TOPSOIL FOR BIO-INFILTRATION SWALES, 6 INCH THICK INCL. SE	375 SY	25.00	9,375.00	6.10	\$2,287.50	5.11	\$1,916.25	19.00	\$7,125.00
86	CONSTRUCT BIO-INFILTRATION SWALE	375 SY	40.00	15,000.00	47.00	\$17,625.00	10.12	\$3,795.00	6.20	\$2,325.00
87	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	1,500.00	1,500.00	5,367.00	\$5,367.00	2,611.16	\$2,611.16	2,100.00	\$2,100.00
88	CEMENT CONCRETE CURB AND GUTTER	50 LF	50.00	2,500.00	44.00	\$2,200.00	96.63	\$4,831.50	43.00	\$2,150.00
89	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	30 SY	80.00	2,400.00	102.00	\$3,060.00	173.34	\$5,200.20	99.00	\$2,970.00

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

<i>Project Number: 2022082</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		NORTH FORK ENTERPRISES (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
59	STEEL CASING PIPE 48 IN. DIA. TRECHLESS	90 LF	2,400.00	216,000.00	2,124.56	\$191,210.40	3,055.00	\$274,950.00	3,000.00	\$270,000.00
60	CARRIER PIPE APPERTANCES FOR DI PIPE 30 IN. DIA.	90 LF	100.00	9,000.00	321.60	\$28,944.00	847.00	\$76,230.00	433.00	\$38,970.00
61	RAILROAD PROTECTIVE SERVICES	1 LS	27,000.00	27,000.00	116,878.99	\$116,878.99	26,000.00	\$26,000.00	24,000.00	\$24,000.00
62	DI PIPE FOR WATER MAIN 8 IN. DIA.	32 LF	200.00	6,400.00	377.22	\$12,071.04	264.00	\$8,448.00	202.00	\$6,464.00
63	DI PIPE FOR WATER MAIN 30 IN. DIA.	3536 LF	500.00	1,768,000.00	328.59	\$1,161,894.24	335.00	\$1,184,560.00	357.00	\$1,262,352.00
64	BLOWOFF ASSEMBLY (Y-103A)	3 EA	15,000.00	45,000.00	8,599.07	\$25,797.21	12,000.00	\$36,000.00	10,683.00	\$32,049.00
65	GATE VALVE 8 IN.	2 EA	5,000.00	10,000.00	2,872.95	\$5,745.90	3,600.00	\$7,200.00	4,557.00	\$9,114.00
66	CHECK VALVE 8 IN.	1 EA	5,000.00	5,000.00	2,514.70	\$2,514.70	3,250.00	\$3,250.00	3,735.00	\$3,735.00
67	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	5 EA	8,000.00	40,000.00	4,309.78	\$21,548.90	4,700.00	\$23,500.00	3,368.00	\$16,840.00
68	HYDRANT ASSEMBLY	1 EA	10,000.00	10,000.00	12,759.23	\$12,759.23	12,700.00	\$12,700.00	12,676.00	\$12,676.00
69	TRENCH EXC. FOR WATER SERVICE TAP	400 LF	40.00	16,000.00	48.77	\$19,508.00	50.00	\$20,000.00	27.40	\$10,960.00
70	SANITARY SEWER PVC PIPE 8 IN. DIA.	270 LF	50.00	13,500.00	71.56	\$19,321.20	103.00	\$27,810.00	52.00	\$14,040.00
71	SANITARY SEWER DI PIPE 8 IN. DIA.	224 LF	200.00	44,800.00	100.54	\$22,520.96	168.00	\$37,632.00	121.00	\$27,104.00
72	SIDE SEWER PIPE 6 IN. DIA.	220 LF	300.00	66,000.00	96.75	\$21,285.00	150.00	\$33,000.00	50.00	\$11,000.00
73	SIDE SEWER PERMIT	3 EA	500.00	1,500.00	235.24	\$705.72	1,000.00	\$3,000.00	250.00	\$750.00
74	ESC LEAD	1 LS	5,000.00	5,000.00	5,880.82	\$5,880.82	9,000.00	\$9,000.00	3,500.00	\$3,500.00
75	TEMPORARY EROSION CONTROL BLANKET	667 SY	10.00	6,670.00	4.92	\$3,281.64	4.75	\$3,168.25	4.00	\$2,668.00
76	INLET PROTECTION	11 EA	175.00	1,925.00	642.08	\$7,062.88	100.00	\$1,100.00	100.00	\$1,100.00
77	SILT FENCE	560 LF	8.00	4,480.00	8.41	\$4,709.60	5.00	\$2,800.00	6.00	\$3,360.00
78	WATTLE	27 LF	25.00	675.00	251.26	\$6,784.02	10.00	\$270.00	10.00	\$270.00
79	STREET CLEANING	10 HR	240.00	2,400.00	301.01	\$3,010.10	400.00	\$4,000.00	200.00	\$2,000.00
80	TEMPORARY SEEDING	7834 SY	2.00	15,668.00	1.10	\$8,617.40	0.90	\$7,050.60	1.09	\$8,539.06
81	TOPSOIL TYPE A, 2 INCH THICK	7834 SY	8.00	62,672.00	5.21	\$40,815.14	4.00	\$31,336.00	5.15	\$40,345.10
82	HYDROSEEDING	7834 SY	2.00	15,668.00	1.27	\$9,949.18	1.25	\$9,792.50	1.09	\$8,539.06
83	SOD INSTALLATION	54 SY	50.00	2,700.00	31.26	\$1,688.04	30.00	\$1,620.00	28.84	\$1,557.36
84	LAWN MOWING	1 LS	500.00	500.00	1,736.60	\$1,736.60	2,000.00	\$2,000.00	1,260.00	\$1,260.00
85	TOPSOIL FOR BIO-INFILTRATION SWALES, 6 INCH THICK INCL. SE	375 SY	25.00	9,375.00	17.37	\$6,513.75	15.00	\$5,625.00	23.00	\$8,625.00
86	CONSTRUCT BIO-INFILTRATION SWALE	375 SY	40.00	15,000.00	9.38	\$3,517.50	7.00	\$2,625.00	10.80	\$4,050.00
87	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	1,500.00	1,500.00	1,736.60	\$1,736.60	1,500.00	\$1,500.00	9,800.00	\$9,800.00
88	CEMENT CONCRETE CURB AND GUTTER	50 LF	50.00	2,500.00	55.54	\$2,777.00	69.00	\$3,450.00	75.00	\$3,750.00
89	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	30 SY	80.00	2,400.00	120.23	\$3,606.90	121.00	\$3,630.00	127.00	\$3,810.00

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

<i>Project Number: 2022082</i>			<i>Engineer's Estimate</i>		ALPINE CONTRACTORS GROUP LLC (Submitted)		EVERGREEN EXCAVATING LLC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
59	STEEL CASING PIPE 48 IN. DIA. TRENCHLESS	90 LF	2,400.00	216,000.00	3,487.00	\$313,830.00	2,416.73	\$217,505.70	1,500.00	\$135,000.00
60	CARRIER PIPE APPERTANCES FOR DI PIPE 30 IN. DIA.	90 LF	100.00	9,000.00	326.00	\$29,340.00	2,232.43	\$200,918.70	130.00	\$11,700.00
61	RAILROAD PROTECTIVE SERVICES	1 LS	27,000.00	27,000.00	46,955.00	\$46,955.00	121,627.08	\$121,627.08	115,000.00	\$115,000.00
62	DI PIPE FOR WATER MAIN 8 IN. DIA.	32 LF	200.00	6,400.00	567.00	\$18,144.00	177.25	\$5,672.00	340.00	\$10,880.00
63	DI PIPE FOR WATER MAIN 30 IN. DIA.	3536 LF	500.00	1,768,000.00	343.00	\$1,212,848.00	383.37	\$1,355,596.32	360.00	\$1,272,960.00
64	BLOWOFF ASSEMBLY (Y-103A)	3 EA	15,000.00	45,000.00	9,776.00	\$29,328.00	6,482.33	\$19,446.99	12,650.00	\$37,950.00
65	GATE VALVE 8 IN.	2 EA	5,000.00	10,000.00	4,016.00	\$8,032.00	2,726.26	\$5,452.52	2,725.00	\$5,450.00
66	CHECK VALVE 8 IN.	1 EA	5,000.00	5,000.00	3,642.00	\$3,642.00	2,764.22	\$2,764.22	2,350.00	\$2,350.00
67	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	5 EA	8,000.00	40,000.00	5,470.00	\$27,350.00	5,972.15	\$29,860.75	6,050.00	\$30,250.00
68	HYDRANT ASSEMBLY	1 EA	10,000.00	10,000.00	12,969.00	\$12,969.00	12,045.71	\$12,045.71	12,000.00	\$12,000.00
69	TRENCH EXC. FOR WATER SERVICE TAP	400 LF	40.00	16,000.00	30.00	\$12,000.00	51.92	\$20,768.00	30.00	\$12,000.00
70	SANITARY SEWER PVC PIPE 8 IN. DIA.	270 LF	50.00	13,500.00	109.00	\$29,430.00	47.85	\$12,919.50	100.00	\$27,000.00
71	SANITARY SEWER DI PIPE 8 IN. DIA.	224 LF	200.00	44,800.00	85.00	\$19,040.00	94.80	\$21,235.20	130.00	\$29,120.00
72	SIDE SEWER PIPE 6 IN. DIA.	220 LF	300.00	66,000.00	104.00	\$22,880.00	58.67	\$12,907.40	85.00	\$18,700.00
73	SIDE SEWER PERMIT	3 EA	500.00	1,500.00	291.00	\$873.00	435.27	\$1,305.81	40.00	\$120.00
74	ESC LEAD	1 LS	5,000.00	5,000.00	9,052.00	\$9,052.00	2,487.26	\$2,487.26	25,500.00	\$25,500.00
75	TEMPORARY EROSION CONTROL BLANKET	667 SY	10.00	6,670.00	6.00	\$4,002.00	4.21	\$2,808.07	3.50	\$2,334.50
76	INLET PROTECTION	11 EA	175.00	1,925.00	231.00	\$2,541.00	76.60	\$842.60	100.00	\$1,100.00
77	SILT FENCE	560 LF	8.00	4,480.00	7.00	\$3,920.00	6.62	\$3,707.20	5.50	\$3,080.00
78	WATTLE	27 LF	25.00	675.00	15.00	\$405.00	3.54	\$95.58	5.50	\$148.50
79	STREET CLEANING	10 HR	240.00	2,400.00	378.00	\$3,780.00	155.45	\$1,554.50	390.00	\$3,900.00
80	TEMPORARY SEEDING	7834 SY	2.00	15,668.00	1.50	\$11,751.00	1.25	\$9,792.50	1.00	\$7,834.00
81	TOPSOIL TYPE A, 2 INCH THICK	7834 SY	8.00	62,672.00	6.00	\$47,004.00	4.68	\$36,663.12	5.00	\$39,170.00
82	HYDROSEEDING	7834 SY	2.00	15,668.00	1.50	\$11,751.00	1.46	\$11,437.64	1.25	\$9,792.50
83	SOD INSTALLATION	54 SY	50.00	2,700.00	30.00	\$1,620.00	19.86	\$1,072.44	31.50	\$1,701.00
84	LAWN MOWING	1 LS	500.00	500.00	3,296.00	\$3,296.00	2,002.97	\$2,002.97	1,750.00	\$1,750.00
85	TOPSOIL FOR BIO-INFILTRATION SWALES, 6 INCH THICK INCL. SE	375 SY	25.00	9,375.00	11.00	\$4,125.00	42.83	\$16,061.25	17.50	\$6,562.50
86	CONSTRUCT BIO-INFILTRATION SWALE	375 SY	40.00	15,000.00	3.50	\$1,312.50	2.14	\$802.50	13.00	\$4,875.00
87	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	1,500.00	1,500.00	7,555.00	\$7,555.00	2,604.94	\$2,604.94	1,750.00	\$1,750.00
88	CEMENT CONCRETE CURB AND GUTTER	50 LF	50.00	2,500.00	78.00	\$3,900.00	64.84	\$3,242.00	52.00	\$2,600.00
89	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	30 SY	80.00	2,400.00	149.00	\$4,470.00	211.92	\$6,357.60	124.00	\$3,720.00

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

<i>Project Number: 2022082</i>			<i>Engineer's Estimate</i>		NORTHWEST GRADING, INC (Submitted)		MDM CONSTRUCTION INC (Submitted)		DW EXCAVATING INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
90	CHANNELIZING DEVICES - TYPE 4	1 EA	400.00	400.00	370.00	\$370.00	571.86	\$571.86	525.00	\$525.00
91	TEMPORARY CONSTRUCTION FENCING	1 LS	8.00	8.00	8,030.00	\$8,030.00	8,288.96	\$8,288.96	2,625.00	\$2,625.00
92	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	4,830.00	\$4,830.00	6,862.38	\$6,862.38	6,300.00	\$6,300.00
93	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	2,000.00	2,000.00	14,489.00	\$14,489.00	5,032.41	\$5,032.41	850.00	\$850.00
94	CEMENT CONCRETE SIDEWALK	40 SY	140.00	5,600.00	83.00	\$3,320.00	338.99	\$13,559.60	82.00	\$3,280.00
95	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	3,065.00	\$3,065.00	2,287.46	\$2,287.46	2,100.00	\$2,100.00
96	PAVEMENT MARKING - PAINT	2059 SF	1.00	2,059.00	1.50	\$3,088.50	1.14	\$2,347.26	1.05	\$2,161.95
97	WORD AND SYMBOL MARKINGS - PAINT	8 EA	250.00	2,000.00	145.00	\$1,160.00	85.78	\$686.24	79.00	\$632.00
98	PERMANENT DOT LANE MARKER 4X6	454 EA	5.00	2,270.00	6.50	\$2,951.00	7.44	\$3,377.76	7.00	\$3,178.00
99	PERMANENT DOT LANE MARKER 8X8	12 EA	6.00	72.00	7.60	\$91.20	14.87	\$178.44	14.00	\$168.00
100	TEMPORARY PAVEMENT MARKING	1 LS	5,000.00	5,000.00	5,367.00	\$5,367.00	5,489.91	\$5,489.91	5,000.00	\$5,000.00
101	REINFORCED DOWELED CURB	102 LF	75.00	7,650.00	37.00	\$3,774.00	88.96	\$9,073.92	36.00	\$3,672.00
102	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	130 LF	120.00	15,600.00	52.00	\$6,760.00	105.32	\$13,691.60	51.00	\$6,630.00
103	TRAFFIC ISLAND CONCRETE	27 SY	120.00	3,240.00	71.00	\$1,917.00	125.63	\$3,392.01	69.60	\$1,879.20
Bid Total			\$4,467,966.80		\$2,517,831.90		\$2,754,488.29		\$2,877,153.00	

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

<i>Project Number: 2022082</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		CORRIDOR CONTRACTORS (Submitted)		NORTH FORK ENTERPRISES (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
90	CHANNELIZING DEVICES - TYPE 4	1 EA	400.00	400.00	578.87	\$578.87	400.00	\$400.00	448.50	\$448.50
91	TEMPORARY CONSTRUCTION FENCING	1 LS	8.00	8.00	8,233.15	\$8,233.15	6,000.00	\$6,000.00	5,600.00	\$5,600.00
92	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	7,177.93	\$7,177.93	7,000.00	\$7,000.00	6,500.00	\$6,500.00
93	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	2,000.00	2,000.00	7,177.93	\$7,177.93	920.00	\$920.00	1,000.00	\$1,000.00
94	CEMENT CONCRETE SIDEWALK	40 SY	140.00	5,600.00	100.68	\$4,027.20	115.00	\$4,600.00	81.00	\$3,240.00
95	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	2,315.46	\$2,315.46	3,300.00	\$3,300.00	3,713.00	\$3,713.00
96	PAVEMENT MARKING - PAINT	2059 SF	1.00	2,059.00	1.16	\$2,388.44	1.60	\$3,294.40	1.70	\$3,500.30
97	WORD AND SYMBOL MARKINGS - PAINT	8 EA	250.00	2,000.00	86.83	\$694.64	160.00	\$1,280.00	175.50	\$1,404.00
98	PERMANENT DOT LANE MARKER 4X6	454 EA	5.00	2,270.00	7.53	\$3,418.62	7.00	\$3,178.00	7.80	\$3,541.20
99	PERMANENT DOT LANE MARKER 8X8	12 EA	6.00	72.00	15.05	\$180.60	9.00	\$108.00	9.00	\$108.00
100	TEMPORARY PAVEMENT MARKING	1 LS	5,000.00	5,000.00	5,557.11	\$5,557.11	5,750.00	\$5,750.00	2,500.00	\$2,500.00
101	REINFORCED DOWELED CURB	102 LF	75.00	7,650.00	39.55	\$4,034.10	41.00	\$4,182.00	36.50	\$3,723.00
102	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	130 LF	120.00	15,600.00	56.10	\$7,293.00	58.00	\$7,540.00	51.00	\$6,630.00
103	TRAFFIC ISLAND CONCRETE	27 SY	120.00	3,240.00	76.67	\$2,070.09	115.00	\$3,105.00	70.00	\$1,890.00
Bid Total			\$4,467,966.80		\$2,943,459.37		\$2,999,963.75		\$3,003,937.46	

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

<i>Project Number: 2022082</i>			<i>Engineer's Estimate</i>		ALPINE CONTRACTORS GROUP LLC (Submitted)		EVERGREEN EXCAVATING LLC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
90	CHANNELIZING DEVICES - TYPE 4	1 EA	400.00	400.00	389.00	\$389.00	1,018.44	\$1,018.44	575.00	\$575.00
91	TEMPORARY CONSTRUCTION FENCING	1 LS	8.00	8.00	4,108.00	\$4,108.00	4,470.39	\$4,470.39	7,000.00	\$7,000.00
92	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	6,974.00	\$6,974.00	12,933.76	\$12,933.76	6,500.00	\$6,500.00
93	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	2,000.00	2,000.00	930.00	\$930.00	6,218.15	\$6,218.15	850.00	\$850.00
94	CEMENT CONCRETE SIDEWALK	40 SY	140.00	5,600.00	114.00	\$4,560.00	151.84	\$6,073.60	105.00	\$4,200.00
95	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	2,002.00	\$2,002.00	2,487.26	\$2,487.26	2,300.00	\$2,300.00
96	PAVEMENT MARKING - PAINT	2059 SF	1.00	2,059.00	1.50	\$3,088.50	1.24	\$2,553.16	1.00	\$2,059.00
97	WORD AND SYMBOL MARKINGS - PAINT	8 EA	250.00	2,000.00	250.00	\$2,000.00	93.27	\$746.16	85.00	\$680.00
98	PERMANENT DOT LANE MARKER 4X6	454 EA	5.00	2,270.00	5.50	\$2,497.00	8.08	\$3,668.32	7.50	\$3,405.00
99	PERMANENT DOT LANE MARKER 8X8	12 EA	6.00	72.00	9.00	\$108.00	16.17	\$194.04	15.00	\$180.00
100	TEMPORARY PAVEMENT MARKING	1 LS	5,000.00	5,000.00	3,487.00	\$3,487.00	2,294.03	\$2,294.03	5,500.00	\$5,500.00
101	REINFORCED DOWELED CURB	102 LF	75.00	7,650.00	28.00	\$2,856.00	57.64	\$5,879.28	45.00	\$4,590.00
102	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	130 LF	120.00	15,600.00	45.00	\$5,850.00	75.42	\$9,804.60	55.00	\$7,150.00
103	TRAFFIC ISLAND CONCRETE	27 SY	120.00	3,240.00	74.00	\$1,998.00	101.48	\$2,739.96	75.00	\$2,025.00
Bid Total			\$4,467,966.80		\$3,014,177.00		\$3,158,170.62		\$3,477,549.00	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	4,467,966.80	0.00	0.00	0.00	4,467,966.80
NORTHWEST GRADING, INC (Submitted)	2,517,831.90	0.00	0.00	0.00	2,517,831.90
MDM CONSTRUCTION INC (Submitted)	2,754,488.29	0.00	0.00	0.00	2,754,488.29
DW EXCAVATING INC (Submitted)	2,877,153.00	0.00	0.00	0.00	2,877,153.00
HALME CONSTRUCTION INC (Submitted)	2,943,459.37	0.00	0.00	0.00	2,943,459.37
CORRIDOR CONTRACTORS (Submitted)	2,999,963.75	0.00	0.00	0.00	2,999,963.75
NORTH FORK ENTERPRISES (Submitted)	3,003,937.46	0.00	0.00	0.00	3,003,937.46
ALPINE CONTRACTORS GROUP LLC (Submitted)	3,014,177.00	0.00	0.00	0.00	3,014,177.00
EVERGREEN EXCAVATING LLC (Submitted)	3,158,170.62	0.00	0.00	0.00	3,158,170.62
INLAND INFRASTRUCTURE LLC (Submitted)	3,477,549.00	0.00	0.00	0.00	3,477,549.00

Low Bid Contractor: NORTHWEST GRADING, INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	2,517,831.90	4,467,966.80	43.65 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<u>2,517,831.90</u>	<u>4,467,966.80</u>	<u>43.65 % Under Estimate</u>

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Consent**Date Rec'd**

12/18/2023

Clerk's File #

OPR 2024-0012

Renews #**Cross Ref #****Council Meeting Date:** 01/08/2024**Submitting Dept**

ENGINEERING SERVICES

Project #

2022083

Contact Name/Phone

DAN BULLER 625-6391

Bid #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Requisition #

CR25771

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE

Agenda Item Name

7/24 0370 – LOW BID AWARD – MARSHALL ROAD PHASE 3 (2022083) – DW

Agenda Wording

Low Bid of DW Excavating, Inc. (Davenport, WA) for Marshall Road Transmission Main Phase 3 in the amount of \$3,446,314.00 plus tax. An administrative reserve of \$344,631.40 plus tax, which is 10% of the contract, will be set aside. (Latah/Hangman)

Summary (Background)

On December 11, 2023 bids were opened for the above project. The low bid was from DW Excavating, Inc. in the amount of \$3,446,314.00, which is \$3,100,346.25 or 47% under the Engineer's Estimate of \$6,546,660.25. Seven other bids were received as follows: Halme Construction, Inc. - \$3,676,114.25; Alpine Contractors Group - \$3,877,013.95; Big Sky Development, Inc. - \$4,429,485.15; Northwest Grading - \$4,452,777.77; Ceccanti, Inc. - \$4,711,033.25; Corridor Contractors - \$5,702,371.65;

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 3,446,314.00

Current Year Cost

\$ 3,446,314.00

Subsequent Year(s) Cost

\$ 0.00

Narrative**Amount****Budget Account**

Expense

\$ 3,446,314.00

4250-42300-94340-56501-11093

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

(Latah/Hangman Neighborhood Council)

Summary (Background)

and Inland Infrastructure LLC - \$6,319,929.00.

Approvals

<u>Dept Head</u>	BULLER, DAN
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

	eraea@spokanecity.org
publicworksaccounting@spokanecity.org	ddaniels@spokanecity.org
kgoodman@spokanecity.org	pyoung@spokanecity.org
jgraff@spokanecity.org	

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Marshall Road Water Transmission Main – Phases 2 & 3
Summary (Background)	<ul style="list-style-type: none"> • As development occurs along the Hwy 195 corridor, the Water Department is upgrading its infrastructure to support that development. • At present, a single transmission main (large diameter main) connects the city’s sources of supply (wells) to the growing Hwy 195 residential corridor. • This project provides a second transmission main by way of a two phase 2.5 mile 30” diameter transmission main. • Phase 1 has already bid and is planned to begin construction this fall. It will be located within the mostly gravel Marshall Rd. • Phases 2 & 3 cross multiple privately owned parcels as well as the railroad and then is within Cheney Spokane Rd. It will advertise this fall and is planned for construction in 2024. • Also included is a sewer main to serve this growing area. • See attached exhibit. • This project is locally funded.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approx. \$7M-\$10M Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

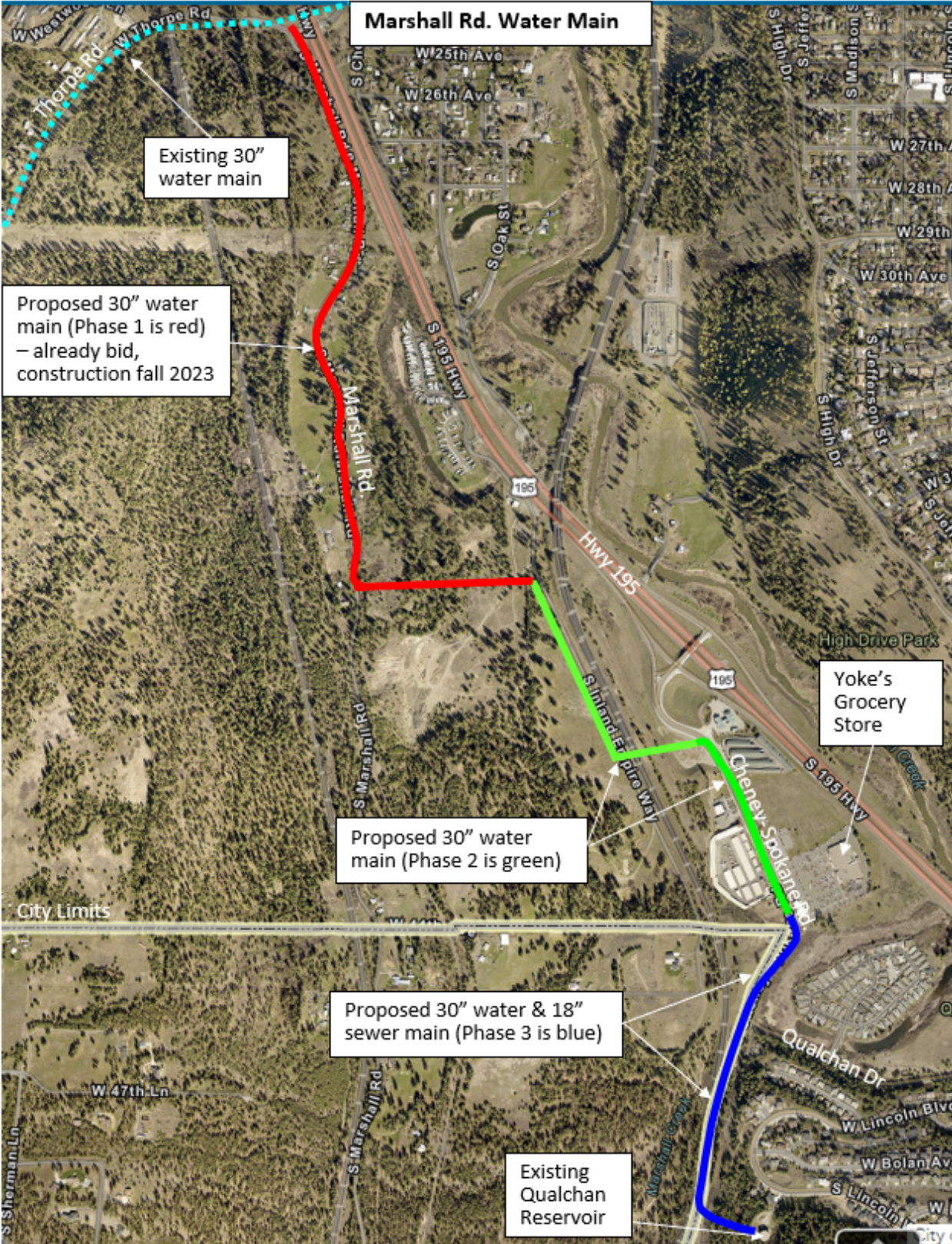
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

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



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: 12/5/23

Type of expenditure:

Goods Services

Department: Engineering Services

Approving Supervisor: Dan Buller

Amount of Proposed Expenditure: \$6,500,000 (engineer's estimate)

Is this against a master agreement? If yes, please provide the number:

Funding Source Water dept rate revenue & GFCs

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

Why is this expenditure necessary now?

This project (Marshall Rd. Ph 3) is a long planned water transmission main which will provide for the growing Hwy 195 corridor. The city has made certain infrastructure improvement commitments within this corridor of which this water main is a key component. +

What are the impacts if expenses are deferred?

Growth would be restricted if this water transmission main is not installed soon.

What alternative resources have been considered?

There are no funding alternatives as grant funding is generally not available for public water systems.

Description of the goods or service and any additional information?

3,000 ft of 30" dia. water transmission main, 3,500 ft of 8", 18" & 20" dia. sewer main

Person Submitting Form/Contact: Dan Buller

Division Director:

Marlene Fiest

CFO Signature:

Tonya Wallace

City Administrator Signature:

Garrett Wallace
Garrett Wallace (Dec 12, 2023 09:09 PST)

Additional Comments:

Project name is Marshall Rd. Ph 3.











ECF - Marshall Road Transmission Main Phase 3

Final Audit Report

2023-12-12

Created:	2023-12-08
By:	Brittany Kraft (bkraft@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9TuHwa3IOQjFJjaoBgTkSaQNr_luCX5

"ECF - Marshall Road Transmission Main Phase 3" History

-  Document created by Brittany Kraft (bkraft@spokanecity.org)
2023-12-08 - 0:06:07 AM GMT- IP address: 174.31.99.35
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature
2023-12-08 - 0:06:49 AM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)
2023-12-08 - 4:28:34 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)
Signature Date: 2023-12-08 - 4:28:47 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-12-08 - 4:28:49 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-12-08 - 10:49:50 PM GMT- IP address: 73.83.126.59
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-12-08 - 10:49:57 PM GMT - Time Source: server- IP address: 73.83.126.59
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2023-12-08 - 10:49:59 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)
2023-12-10 - 6:39:51 AM GMT- IP address: 172.225.80.201
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-12-12 - 5:09:13 PM GMT - Time Source: server- IP address: 198.1.39.252

✔ Agreement completed.

2023-12-12 - 5:09:13 PM GMT



City of Spokane
PUBLIC WORKS CONTRACT
Title: **MARSHALL ROAD TRANSMISSION
MAIN – PHASE 3**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DW EXCAVATING, INC.**, whose address is PO Box 1089, Davenport, Washington 99122 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **MARSHALL ROAD TRANSMISSION MAIN – PHASE 3**.
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2022083 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 and A-3 for the actual quantities furnished for each bid item at a total cost not to exceed \$3,446,314.00, which are taxed as noted in Section 7.

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

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

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

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

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

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

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

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

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

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

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

18. **EXECUTIVE ORDER 11246.**

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

a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state,

and local laws and regulations that are incorporated herein by reference.

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

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

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

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

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

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

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

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

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

date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

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

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

DW EXCAVATING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

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

23-250

PAYMENT BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION FOUR HUNDRED FORTY-SIX THOUSAND THREE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$3,446,314.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **MARSHALL ROAD TRANSMISSION MAIN – PHASE 3**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION FOUR HUNDRED FORTY-SIX THOUSAND THREE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$3,446,314.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MARSHALL ROAD TRANSMISSION MAIN – PHASE 3**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

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

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

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

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
105	CRUSHED SURFACING TOP COURSE	475.00 CY	\$ 70.00	\$ 33,250.00
106	HMA CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	8,555.00 SY	\$ 25.00	\$ 213,875.00
107	ROADWAY EXCAVATION INCL. HAUL	2,849.00 CY	\$ 35.00	\$ 99,715.00
108	CRUSHED SURFACING BASE COURSE	1,200.00 CY	\$ 58.00	\$ 69,600.00
109	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$ (1.00)	\$ (1.00)
110	COMPACTION PRICE ADJUSTMENT	39,392.25 EST	\$ 1.00	\$ 39,392.25
Schedule A-1 Subtotal				\$ 455,831.25

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	APPRENTICE UTILIZATION	1.00 LS	\$ 5,500.00	\$ 5,500.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 49.75	\$ 49.75
4	POTHOLING	25.00 EA	\$ 325.00	\$ 8,125.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 10,000.00	\$ 10,000.00
6	MOBILIZATION	1.00 LS	\$ 334,000.00	\$ 334,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 6,496.00	\$ 6,496.00
8	SPECIAL SIGNS	224.00 SF	\$ 29.00	\$ 6,496.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	1,010.00 HR	\$ 8.80	\$ 8,888.00
10	TYPE III BARRICADE	13.00 EA	\$ 182.00	\$ 2,366.00
11	WORK ZONE SAFETY CONTINGENCY	10,000.00 FA	\$ 1.00	\$ 10,000.00
12	CLEARING AND GRUBBING	1.00 LS	\$ 1,700.00	\$ 1,700.00
13	REMOVE TREE, CLASS I	2.00 EA	\$ 850.00	\$ 1,700.00
14	REMOVE TREE, CLASS II	3.00 EA	\$ 1,400.00	\$ 4,200.00

15	TREE PRUNING	1.00 EA	\$	400.00	\$	400.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	352.00	\$	352.00
17	REMOVE EXISTING CURB	32.00 LF	\$	11.00	\$	352.00
18	REMOVE EXISTING CURB AND GUTTER	32.00 LF	\$	16.00	\$	512.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	34.00 SY	\$	33.00	\$	1,122.00
20	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	223.00 LF	\$	6.00	\$	1,338.00
21	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	50.00 LF	\$	21.00	\$	1,050.00
22	SAWCUTTING CURB	3.00 EA	\$	65.00	\$	195.00
23	SAWCUTTING RIGID PAVEMENT	40.00 LFI	\$	1.30	\$	52.00
24	SAWCUTTING FLEXIBLE PAVEMENT	964.00 LFI	\$	1.00	\$	964.00
25	REMOVE EXISTING GUARDRAIL	90.00 LF	\$	16.00	\$	1,440.00
26	REMOVING GUARDRAIL ANCHOR	15.00 EA	\$	415.00	\$	6,225.00
27	VACATED	0.00 VACATED	\$	0.00	\$	0.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	34.00	\$	3,400.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	41.00	\$	4,100.00
30	PRE & POST CONSTRUCTION CONDITION SURVEY	1.00 LS	\$	3,500.00	\$	3,500.00

31	CONSTRUCTION VIBRATION MONITORING	1.00 LS	\$	3,500.00	\$	3,500.00
32	GRADING AND SHAPING	1.00 LS	\$	21,000.00	\$	21,000.00
33	PREPARATION OF UNTREATED ROADWAY	8,555.00 SY	\$	2.50	\$	21,387.50
34	CONTROLLED DENSITY FILL	20.00 CY	\$	115.00	\$	2,300.00
35	VACATED	0.00 VACATED	\$	0.00	\$	0.00
36	VACATED	0.00 VACATED	\$	0.00	\$	0.00
37	CSTC FOR SIDEWALK AND DRIVEWAYS	4.00 CY	\$	210.00	\$	840.00
38	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. LIGHT TRAFFIC, 3 INCH THICK	2,000.00 SY	\$	15.06	\$	30,120.00
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2,000.00 SY	\$	25.00	\$	50,000.00
40	VACATED	0.00 VACATED	\$	0.00	\$	0.00
41	VACATED	0.00 VACATED	\$	0.00	\$	0.00
42	DUCTILE IRON STORM SEWER PIPE 8 IN. DIA.	50.00 LF	\$	76.00	\$	3,800.00
43	MANHOLE - 48 IN.	11.00 EA	\$	3,630.00	\$	39,930.00
44	MANHOLE - 72 IN.	1.00 EA	\$	4,360.00	\$	4,360.00
45	MANHOLE - 96 IN.	2.00 EA	\$	23,100.00	\$	46,200.00

46	GRATE INLET TYPE 3	1.00 EA	\$	2,215.00	\$	2,215.00
47	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	9.00 VF	\$	600.00	\$	5,400.00
48	MH OR DW FRAME AND COVER (LOCKABLE)	3.00 EA	\$	1,335.00	\$	4,005.00
49	VALVE BOX AND COVER	4.00 EA	\$	755.00	\$	3,020.00
50	CONNECT 18 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	2,100.00	\$	2,100.00
51	RECONSTRUCT 48 IN. MANHOLE INVERT	1.00 EA	\$	1,730.00	\$	1,730.00
52	MANHOLE TEST	7.00 EA	\$	850.00	\$	5,950.00
53	CLEANING EXISTING DRAINAGE STRUCTURE	2.00 EA	\$	610.00	\$	1,220.00
54	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	600.00 CY	\$	210.00	\$	126,000.00
55	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	30.00 CY	\$	36.00	\$	1,080.00
56	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	30.00 CY	\$	27.00	\$	810.00
57	IMPORTED BACKFILL	3,706.00 CY	\$	34.00	\$	126,004.00
58	TRENCH SAFETY SYSTEM	1.00 LS	\$	6,200.00	\$	6,200.00
59	CUT-OFF WALL	5.00 EA	\$	2,570.00	\$	12,850.00
60	PLUGGING EXISTING PIPE	4.00 EA	\$	290.00	\$	1,160.00
61	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	11,000.00	\$	11,000.00

62	ENCASE WATER/SEWER AT CROSSINGS	4.00 EA	\$	1,050.00	\$	4,200.00
63	CLEANING EXISTING SANITARY SEWERS	1.00 EA	\$	1,200.00	\$	1,200.00
64	CONCRETE PIPE ANCHOR	15.00 EA	\$	2,300.00	\$	34,500.00
65	DI PIPE FOR WATER MAIN 6 IN. DIA.	59.00 LF	\$	160.00	\$	9,440.00
66	DI PIPE FOR WATER MAIN 8 IN. DIA.	187.00 LF	\$	139.00	\$	25,993.00
67	DI PIPE FOR WATER MAIN 30 IN. DIA.	3,085.00 LF	\$	367.00	\$	1,132,195.00
68	BLOWOFF ASSEMBLY (Y-103A)	1.00 EA	\$	12,100.00	\$	12,100.00
69	SHARED BLOWOFF PIPING (4 INCH)	1.00 EA	\$	7,600.00	\$	7,600.00
70	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	2.00 EA	\$	4,335.00	\$	8,670.00
71	HYDRANT ASSEMBLY	2.00 EA	\$	10,975.00	\$	21,950.00
72	SANITARY SEWER PVC PIPE 8 IN. DIA.	2.00 LF	\$	212.00	\$	424.00
73	SANITARY SEWER PVC PIPE 15 IN. DIA.	2.00 LF	\$	568.00	\$	1,136.00
74	SANITARY SEWER PVC PIPE 18 IN. DIA.	1,082.00 LF	\$	154.00	\$	166,628.00
75	SANITARY SEWER FORCE MAIN HDPE PIPE 8 IN. DIA.	852.00 LF	\$	64.00	\$	54,528.00
76	SANITARY SEWER FORCE MAIN HDPE PIPE 18 IN. DIA.	850.00 LF	\$	142.00	\$	120,700.00

77	SANITARY SEWER HDPE PIPE 20 IN. DIA.	1,534.00 LF	\$	158.00	\$	242,372.00
78	SANITARY SEWER BYPASSING	1.00 LS	\$	7,600.00	\$	7,600.00
79	ESC LEAD	1.00 LS	\$	3,000.00	\$	3,000.00
80	TEMPORARY EROSION CONTROL BLANKET	2,779.00 SY	\$	4.00	\$	11,116.00
81	INLET PROTECTION	2.00 EA	\$	65.00	\$	130.00
82	SILT FENCE	460.00 LF	\$	7.00	\$	3,220.00
83	WATTLE	18.00 LF	\$	6.00	\$	108.00
84	TEMPORARY SEEDING	7,934.00 SY	\$	1.00	\$	7,934.00
85	TOPSOIL TYPE A, 2 INCH THICK	7,602.00 SY	\$	4.00	\$	30,408.00
86	HYDROSEEDING	7,934.00 SY	\$	1.00	\$	7,934.00
87	4 TO 6 FT. HEIGHT EVERGREEN TREE	7.00 EA	\$	580.00	\$	4,060.00
88	TOPSOIL FOR BIO-INFILTRATION SWALES, 6 INCH THICK INCL. SE	332.00 SY	\$	16.00	\$	5,312.00
89	CONSTRUCT BIO-INFILTRATION SWALE	332.00 SY	\$	3.50	\$	1,162.00
90	POROUS PAVING UNIT	212.00 SY	\$	63.00	\$	13,356.00
91	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	2,000.00	\$	2,000.00
92	CEMENT CONCRETE CURB	32.00 LF	\$	62.00	\$	1,984.00

93	CEMENT CONCRETE CURB AND GUTTER	32.00 LF	\$	73.00	\$	2,336.00
94	CEMENT CONCRETE DRIVEWAY	34.00 SY	\$	104.00	\$	3,536.00
95	BEAM GUARDRAIL TYPE 31, 8 FT LONG POST	90.00 LF	\$	55.00	\$	4,950.00
96	BEAM GUARDRAIL ANCHOR TYPE 10	15.00 EA	\$	3,625.00	\$	54,375.00
97	MODIFY FENCING	1.00 LS	\$	2,100.00	\$	2,100.00
98	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	6,200.00	\$	6,200.00
99	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	830.00	\$	830.00
100	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	2,400.00	\$	2,400.00
101	PAVEMENT MARKING - DURABLE HEAT APPLIED	24.00 SF	\$	16.00	\$	384.00
102	PAVEMENT MARKING - PAINT	3,232.00 SF	\$	0.75	\$	2,424.00
103	PERMANENT DOT LANE MARKER 4X6	505.00 EA	\$	6.50	\$	3,282.50
104	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	6,000.00	\$	6,000.00
Schedule A-3 Subtotal					\$	<u>2,990,482.75</u>
Summary of Bid Items					Bid Total	\$ <u>3,446,314.00</u>

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

Project Number **2022083**

Project Description Marshall Road Transmission Main - Phase 3 **Original Date** 12/11/2023 3:30:00 PM

Project Number: 2022083			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		ALPINE CONTRACTORS GROUP LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01 Sales tax shall be included in unit prices

105	CRUSHED SURFACING TOP COURSE	475 CY	75.00	35,625.00	70.00	\$33,250.00	84.00	\$39,900.00	90.00	\$42,750.00
106	HMA CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	8555 SY	90.00	769,950.00	25.00	\$213,875.00	30.00	\$256,650.00	28.00	\$239,540.00
107	ROADWAY EXCAVATION INCL. HAUL	2849 CY	40.00	113,960.00	35.00	\$99,715.00	36.00	\$102,564.00	43.00	\$122,507.00
108	CRUSHED SURFACING BASE COURSE	1200 CY	75.00	90,000.00	58.00	\$69,600.00	37.00	\$44,400.00	72.00	\$86,400.00
109	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
110	COMPACTION PRICE ADJUSTMENT	39392 EST	1.00	39,392.25	1.00	\$39,392.25	1.00	\$39,392.25	1.00	\$39,392.25

Tax Classification

Schedule 03 Sales tax shall NOT be included in unit prices

1	APPRENTICE UTILIZATION	1 LS	35,000.00	35,000.00	5,500.00	\$5,500.00	17,968.00	\$17,968.00	8,583.00	\$8,583.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	49.75	\$49.75	2,995.00	\$2,995.00	3,500.00	\$3,500.00
4	POTHOLING	25 EA	700.00	17,500.00	325.00	\$8,125.00	631.00	\$15,775.00	676.00	\$16,900.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	10,000.00	\$10,000.00	11,979.00	\$11,979.00	9,000.00	\$9,000.00
6	MOBILIZATION	1 LS	499,794.00	499,794.00	334,000.00	\$334,000.00	297,638.00	\$297,638.00	150,000.00	\$150,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	70,000.00	70,000.00	6,496.00	\$6,496.00	69,956.00	\$69,956.00	27,000.00	\$27,000.00
8	SPECIAL SIGNS	224 SF	25.00	5,600.00	29.00	\$6,496.00	34.00	\$7,616.00	24.00	\$5,376.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	1010 HR	8.00	8,080.00	8.80	\$8,888.00	10.00	\$10,100.00	4.50	\$4,545.00
10	TYPE III BARRICADE	13 EA	120.00	1,560.00	182.00	\$2,366.00	210.00	\$2,730.00	70.00	\$910.00
11	WORK ZONE SAFETY CONTINGENCY	10000 FA	1.00	10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00
12	CLEARING AND GRUBBING	1 LS	50,000.00	50,000.00	1,700.00	\$1,700.00	44,449.00	\$44,449.00	44,113.00	\$44,113.00
13	REMOVE TREE, CLASS I	2 EA	1,000.00	2,000.00	850.00	\$1,700.00	898.00	\$1,796.00	872.00	\$1,744.00
14	REMOVE TREE, CLASS II	3 EA	2,000.00	6,000.00	1,400.00	\$4,200.00	1,473.00	\$4,419.00	1,430.00	\$4,290.00
15	TREE PRUNING	1 EA	500.00	500.00	400.00	\$400.00	419.00	\$419.00	407.00	\$407.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	2,000.00	2,000.00	352.00	\$352.00	5,046.00	\$5,046.00	18,104.00	\$18,104.00
17	REMOVE EXISTING CURB	32 LF	12.00	384.00	11.00	\$352.00	56.00	\$1,792.00	15.00	\$480.00
18	REMOVE EXISTING CURB AND GUTTER	32 LF	20.00	640.00	16.00	\$512.00	59.00	\$1,888.00	15.00	\$480.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	34 SY	35.00	1,190.00	33.00	\$1,122.00	44.00	\$1,496.00	16.00	\$544.00
20	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	223 LF	50.00	11,150.00	6.00	\$1,338.00	15.00	\$3,345.00	25.00	\$5,575.00

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

Project Number: 2022083			Engineer's Estimate		BIG SKY ID CORP (Submitted)		NORTHWEST GRADING, INC (Submitted)		CECCANTI INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01		Sales tax shall be included in unit prices								
105	CRUSHED SURFACING TOP COURSE	475 CY	75.00	35,625.00	53.00	\$25,175.00	49.84	\$23,674.00	50.00	\$23,750.00
106	HMA CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	8555 SY	90.00	769,950.00	32.00	\$273,760.00	29.11	\$249,036.05	40.00	\$342,200.00
107	ROADWAY EXCAVATION INCL. HAUL	2849 CY	40.00	113,960.00	29.00	\$82,621.00	22.06	\$62,848.94	40.00	\$113,960.00
108	CRUSHED SURFACING BASE COURSE	1200 CY	75.00	90,000.00	44.00	\$52,800.00	40.29	\$48,348.00	50.00	\$60,000.00
109	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
110	COMPACTION PRICE ADJUSTMENT	39392 EST	1.00	39,392.25	1.00	\$39,392.25	1.00	\$39,392.25	1.00	\$39,392.25

Tax Classification

Schedule 03		Sales tax shall NOT be included in unit prices								
1	APPRENTICE UTILIZATION	1 LS	35,000.00	35,000.00	14,428.00	\$14,428.00	105,239.04	\$105,239.04	10,000.00	\$10,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	2,565.00	\$2,565.00	4,677.07	\$4,677.07	1,500.00	\$1,500.00
4	POTHOLING	25 EA	700.00	17,500.00	835.00	\$20,875.00	3,104.75	\$77,618.75	550.00	\$13,750.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	7,442.00	\$7,442.00	44,201.25	\$44,201.25	18,000.00	\$18,000.00
6	MOBILIZATION	1 LS	499,794.00	499,794.00	297,777.00	\$297,777.00	220,119.84	\$220,119.84	525,000.00	\$525,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	70,000.00	70,000.00	80,678.00	\$80,678.00	32,590.66	\$32,590.66	50,000.00	\$50,000.00
8	SPECIAL SIGNS	224 SF	25.00	5,600.00	41.00	\$9,184.00	31.17	\$6,982.08	16.00	\$3,584.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	1010 HR	8.00	8,080.00	6.00	\$6,060.00	6.87	\$6,938.70	2.00	\$2,020.00
10	TYPE III BARRICADE	13 EA	120.00	1,560.00	59.00	\$767.00	106.27	\$1,381.51	350.00	\$4,550.00
11	WORK ZONE SAFETY CONTINGENCY	10000 FA	1.00	10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00
12	CLEARING AND GRUBBING	1 LS	50,000.00	50,000.00	36,321.00	\$36,321.00	6,570.94	\$6,570.94	88,000.00	\$88,000.00
13	REMOVE TREE, CLASS I	2 EA	1,000.00	2,000.00	962.00	\$1,924.00	876.95	\$1,753.90	800.00	\$1,600.00
14	REMOVE TREE, CLASS II	3 EA	2,000.00	6,000.00	1,578.00	\$4,734.00	1,438.20	\$4,314.60	1,000.00	\$3,000.00
15	TREE PRUNING	1 EA	500.00	500.00	449.00	\$449.00	409.24	\$409.24	200.00	\$200.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	2,000.00	2,000.00	1,763.00	\$1,763.00	51,019.96	\$51,019.96	45,000.00	\$45,000.00
17	REMOVE EXISTING CURB	32 LF	12.00	384.00	12.00	\$384.00	5.30	\$169.60	30.00	\$960.00
18	REMOVE EXISTING CURB AND GUTTER	32 LF	20.00	640.00	16.00	\$512.00	5.85	\$187.20	30.00	\$960.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	34 SY	35.00	1,190.00	30.00	\$1,020.00	10.17	\$345.78	30.00	\$1,020.00
20	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	223 LF	50.00	11,150.00	31.00	\$6,913.00	5.30	\$1,181.90	40.00	\$8,920.00

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

Project Number: 2022083			Engineer's Estimate		CORRIDOR CONTRACTORS (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

105	CRUSHED SURFACING TOP COURSE	475 CY	75.00	35,625.00	72.00	\$34,200.00	100.00	\$47,500.00
106	HMA CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	8555 SY	90.00	769,950.00	29.00	\$248,095.00	30.00	\$256,650.00
107	ROADWAY EXCAVATION INCL. HAUL	2849 CY	40.00	113,960.00	38.00	\$108,262.00	50.00	\$142,450.00
108	CRUSHED SURFACING BASE COURSE	1200 CY	75.00	90,000.00	70.00	\$84,000.00	60.00	\$72,000.00
109	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
110	COMPACTION PRICE ADJUSTMENT	39392 EST	1.00	39,392.25	1.00	\$39,392.25	1.00	\$39,392.25

Tax Classification

Schedule 03

Sales tax shall NOT be included in unit prices

1	APPRENTICE UTILIZATION	1 LS	35,000.00	35,000.00	64,600.00	\$64,600.00	12,000.00	\$12,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	3,000.00	\$3,000.00	650.00	\$650.00
4	POTHOLING	25 EA	700.00	17,500.00	1,000.00	\$25,000.00	800.00	\$20,000.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	65,000.00	\$65,000.00	22,252.25	\$22,252.25
6	MOBILIZATION	1 LS	499,794.00	499,794.00	450,000.00	\$450,000.00	625,000.00	\$625,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	70,000.00	70,000.00	180,000.00	\$180,000.00	100,000.00	\$100,000.00
8	SPECIAL SIGNS	224 SF	25.00	5,600.00	50.00	\$11,200.00	30.00	\$6,720.00
9	PORTABLE CHANGEABLE MESSAGE SIGN	1010 HR	8.00	8,080.00	30.00	\$30,300.00	10.00	\$10,100.00
10	TYPE III BARRICADE	13 EA	120.00	1,560.00	400.00	\$5,200.00	200.00	\$2,600.00
11	WORK ZONE SAFETY CONTINGENCY	10000 FA	1.00	10,000.00	1.00	\$10,000.00	1.00	\$10,000.00
12	CLEARING AND GRUBBING	1 LS	50,000.00	50,000.00	40,000.00	\$40,000.00	232,000.00	\$232,000.00
13	REMOVE TREE, CLASS I	2 EA	1,000.00	2,000.00	900.00	\$1,800.00	950.00	\$1,900.00
14	REMOVE TREE, CLASS II	3 EA	2,000.00	6,000.00	1,500.00	\$4,500.00	1,500.00	\$4,500.00
15	TREE PRUNING	1 EA	500.00	500.00	575.00	\$575.00	400.00	\$400.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	2,000.00	2,000.00	53,000.00	\$53,000.00	25,000.00	\$25,000.00
17	REMOVE EXISTING CURB	32 LF	12.00	384.00	50.00	\$1,600.00	12.00	\$384.00
18	REMOVE EXISTING CURB AND GUTTER	32 LF	20.00	640.00	50.00	\$1,600.00	12.00	\$384.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	34 SY	35.00	1,190.00	75.00	\$2,550.00	40.00	\$1,360.00
20	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	223 LF	50.00	11,150.00	40.00	\$8,920.00	30.00	\$6,690.00

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

<i>Project Number: 2022083</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		ALPINE CONTRACTORS GROUP LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
21	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	50 LF	75.00	3,750.00	21.00	\$1,050.00	84.00	\$4,200.00	25.00	\$1,250.00
22	SAWCUTTING CURB	3 EA	40.00	120.00	65.00	\$195.00	30.00	\$90.00	35.00	\$105.00
23	SAWCUTTING RIGID PAVEMENT	40 LFI	2.50	100.00	1.30	\$52.00	6.00	\$240.00	1.50	\$60.00
24	SAWCUTTING FLEXIBLE PAVEMENT	964 LFI	1.50	1,446.00	1.00	\$964.00	6.00	\$5,784.00	0.35	\$337.40
25	REMOVE EXISTING GUARDRAIL	90 LF	20.00	1,800.00	16.00	\$1,440.00	18.00	\$1,620.00	17.00	\$1,530.00
26	REMOVING GUARDRAIL ANCHOR	15 EA	1,000.00	15,000.00	415.00	\$6,225.00	479.00	\$7,185.00	465.00	\$6,975.00
27	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	45.00	4,500.00	34.00	\$3,400.00	36.00	\$3,600.00	38.00	\$3,800.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	50.00	5,000.00	41.00	\$4,100.00	68.00	\$6,800.00	44.00	\$4,400.00
30	PRE & POST CONSTRUCTION CONDITION SURVEY	1 LS	10,000.00	10,000.00	3,500.00	\$3,500.00	17,968.00	\$17,968.00	8,720.00	\$8,720.00
31	CONSTRUCTION VIBRATION MONITORING	1 LS	5,000.00	5,000.00	3,500.00	\$3,500.00	17,968.00	\$17,968.00	13,952.00	\$13,952.00
32	GRADING AND SHAPING	1 LS	20,000.00	20,000.00	21,000.00	\$21,000.00	10,342.00	\$10,342.00	12,086.00	\$12,086.00
33	PREPARATION OF UNTREATED ROADWAY	8555 SY	8.00	68,440.00	2.50	\$21,387.50	3.00	\$25,665.00	2.50	\$21,387.50
34	CONTROLLED DENSITY FILL	20 CY	250.00	5,000.00	115.00	\$2,300.00	227.00	\$4,540.00	263.00	\$5,260.00
35	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
36	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
37	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	175.00	700.00	210.00	\$840.00	695.00	\$2,780.00	244.00	\$976.00
38	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. LIGHT TRAFFIC, 3 INCH THICK	2000 SY	15.00	30,000.00	15.06	\$30,120.00	18.00	\$36,000.00	17.00	\$34,000.00
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2000 SY	40.00	80,000.00	25.00	\$50,000.00	26.00	\$52,000.00	40.00	\$80,000.00
40	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
41	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
42	DUCTILE IRON STORM SEWER PIPE 8 IN. DIA.	50 LF	100.00	5,000.00	76.00	\$3,800.00	106.00	\$5,300.00	86.00	\$4,300.00
43	MANHOLE - 48 IN.	11 EA	7,000.00	77,000.00	3,630.00	\$39,930.00	5,173.00	\$56,903.00	6,123.00	\$67,353.00
44	MANHOLE - 72 IN.	1 EA	12,500.00	12,500.00	4,360.00	\$4,360.00	8,388.00	\$8,388.00	9,215.00	\$9,215.00
45	MANHOLE - 96 IN.	2 EA	25,000.00	50,000.00	23,100.00	\$46,200.00	32,272.00	\$64,544.00	26,776.00	\$53,552.00
46	GRATE INLET TYPE 3	1 EA	3,000.00	3,000.00	2,215.00	\$2,215.00	926.00	\$926.00	3,283.00	\$3,283.00
47	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	9 VF	500.00	4,500.00	600.00	\$5,400.00	246.00	\$2,214.00	497.00	\$4,473.00
48	MH OR DW FRAME AND COVER (LOCKABLE)	3 EA	1,200.00	3,600.00	1,335.00	\$4,005.00	1,284.00	\$3,852.00	2,070.00	\$6,210.00
49	VALVE BOX AND COVER	4 EA	800.00	3,200.00	755.00	\$3,020.00	1,033.00	\$4,132.00	1,126.00	\$4,504.00
50	CONNECT 18 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	4,500.00	4,500.00	2,100.00	\$2,100.00	1,247.00	\$1,247.00	2,395.00	\$2,395.00
51	RECONSTRUCT 48 IN. MANHOLE INVERT	1 EA	2,000.00	2,000.00	1,730.00	\$1,730.00	2,523.00	\$2,523.00	1,624.00	\$1,624.00
52	MANHOLE TEST	7 EA	1,000.00	7,000.00	850.00	\$5,950.00	841.00	\$5,887.00	871.00	\$6,097.00

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

<i>Project Number: 2022083</i>			<i>Engineer's Estimate</i>		BIG SKY ID CORP (Submitted)		NORTHWEST GRADING, INC (Submitted)		CECCANTI INC. (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
21	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	50 LF	75.00	3,750.00	38.00	\$1,900.00	6.27	\$313.50	40.00	\$2,000.00
22	SAWCUTTING CURB	3 EA	40.00	120.00	117.00	\$351.00	646.13	\$1,938.39	100.00	\$300.00
23	SAWCUTTING RIGID PAVEMENT	40 LFI	2.50	100.00	12.00	\$480.00	4.68	\$187.20	20.00	\$800.00
24	SAWCUTTING FLEXIBLE PAVEMENT	964 LFI	1.50	1,446.00	2.00	\$1,928.00	4.68	\$4,511.52	8.00	\$7,712.00
25	REMOVE EXISTING GUARDRAIL	90 LF	20.00	1,800.00	19.00	\$1,710.00	17.54	\$1,578.60	20.00	\$1,800.00
26	REMOVING GUARDRAIL ANCHOR	15 EA	1,000.00	15,000.00	513.00	\$7,695.00	467.71	\$7,015.65	500.00	\$7,500.00
27	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	45.00	4,500.00	42.00	\$4,200.00	100.54	\$10,054.00	20.00	\$2,000.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	50.00	5,000.00	54.00	\$5,400.00	92.45	\$9,245.00	40.00	\$4,000.00
30	PRE & POST CONSTRUCTION CONDITION SURVEY	1 LS	10,000.00	10,000.00	26,880.00	\$26,880.00	22,709.04	\$22,709.04	8,000.00	\$8,000.00
31	CONSTRUCTION VIBRATION MONITORING	1 LS	5,000.00	5,000.00	19,238.00	\$19,238.00	5,846.34	\$5,846.34	8,000.00	\$8,000.00
32	GRADING AND SHAPING	1 LS	20,000.00	20,000.00	17,817.00	\$17,817.00	5,573.89	\$5,573.89	57,000.00	\$57,000.00
33	PREPARATION OF UNTREATED ROADWAY	8555 SY	8.00	68,440.00	2.20	\$18,821.00	4.98	\$42,603.90	2.00	\$17,110.00
34	CONTROLLED DENSITY FILL	20 CY	250.00	5,000.00	324.00	\$6,480.00	292.02	\$5,840.40	220.00	\$4,400.00
35	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
36	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
37	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	175.00	700.00	381.00	\$1,524.00	584.63	\$2,338.52	100.00	\$400.00
38	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. LIGHT TRAFFIC, 3 INCH THICK	2000 SY	15.00	30,000.00	19.00	\$38,000.00	17.25	\$34,500.00	20.00	\$40,000.00
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2000 SY	40.00	80,000.00	11.00	\$22,000.00	5.90	\$11,800.00	10.00	\$20,000.00
40	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
41	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
42	DUCTILE IRON STORM SEWER PIPE 8 IN. DIA.	50 LF	100.00	5,000.00	106.00	\$5,300.00	104.22	\$5,211.00	160.00	\$8,000.00
43	MANHOLE - 48 IN.	11 EA	7,000.00	77,000.00	5,968.00	\$65,648.00	6,046.08	\$66,506.88	7,000.00	\$77,000.00
44	MANHOLE - 72 IN.	1 EA	12,500.00	12,500.00	9,196.00	\$9,196.00	9,980.90	\$9,980.90	10,000.00	\$10,000.00
45	MANHOLE - 96 IN.	2 EA	25,000.00	50,000.00	37,706.00	\$75,412.00	32,807.46	\$65,614.92	30,000.00	\$60,000.00
46	GRATE INLET TYPE 3	1 EA	3,000.00	3,000.00	2,738.00	\$2,738.00	4,300.37	\$4,300.37	2,000.00	\$2,000.00
47	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	9 VF	500.00	4,500.00	341.00	\$3,069.00	186.50	\$1,678.50	100.00	\$900.00
48	MH OR DW FRAME AND COVER (LOCKABLE)	3 EA	1,200.00	3,600.00	1,211.00	\$3,633.00	1,425.11	\$4,275.33	850.00	\$2,550.00
49	VALVE BOX AND COVER	4 EA	800.00	3,200.00	731.00	\$2,924.00	1,944.40	\$7,777.60	700.00	\$2,800.00
50	CONNECT 18 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	4,500.00	4,500.00	3,769.00	\$3,769.00	8,940.16	\$8,940.16	4,200.00	\$4,200.00
51	RECONSTRUCT 48 IN. MANHOLE INVERT	1 EA	2,000.00	2,000.00	895.00	\$895.00	17,646.78	\$17,646.78	1,500.00	\$1,500.00
52	MANHOLE TEST	7 EA	1,000.00	7,000.00	64.00	\$448.00	1,224.69	\$8,572.83	150.00	\$1,050.00

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

<i>Project Number: 2022083</i>			<i>Engineer's Estimate</i>		CORRIDOR CONTRACTORS (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
21	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	50 LF	75.00	3,750.00	78.00	\$3,900.00	30.00	\$1,500.00
22	SAWCUTTING CURB	3 EA	40.00	120.00	175.00	\$525.00	30.00	\$90.00
23	SAWCUTTING RIGID PAVEMENT	40 LFI	2.50	100.00	20.00	\$800.00	1.00	\$40.00
24	SAWCUTTING FLEXIBLE PAVEMENT	964 LFI	1.50	1,446.00	2.00	\$1,928.00	0.50	\$482.00
25	REMOVE EXISTING GUARDRAIL	90 LF	20.00	1,800.00	55.00	\$4,950.00	20.00	\$1,800.00
26	REMOVING GUARDRAIL ANCHOR	15 EA	1,000.00	15,000.00	700.00	\$10,500.00	600.00	\$9,000.00
27	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00
28	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	45.00	4,500.00	75.00	\$7,500.00	50.00	\$5,000.00
29	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	50.00	5,000.00	80.00	\$8,000.00	50.00	\$5,000.00
30	PRE & POST CONSTRUCTION CONDITION SURVEY	1 LS	10,000.00	10,000.00	41,000.00	\$41,000.00	22,000.00	\$22,000.00
31	CONSTRUCTION VIBRATION MONITORING	1 LS	5,000.00	5,000.00	75,000.00	\$75,000.00	40,000.00	\$40,000.00
32	GRADING AND SHAPING	1 LS	20,000.00	20,000.00	77,000.00	\$77,000.00	25,000.00	\$25,000.00
33	PREPARATION OF UNTREATED ROADWAY	8555 SY	8.00	68,440.00	5.00	\$42,775.00	4.00	\$34,220.00
34	CONTROLLED DENSITY FILL	20 CY	250.00	5,000.00	500.00	\$10,000.00	350.00	\$7,000.00
35	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00
36	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00
37	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	175.00	700.00	375.00	\$1,500.00	375.00	\$1,500.00
38	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. LIGHT TRAFFIC, 3 INCH THICK	2000 SY	15.00	30,000.00	18.00	\$36,000.00	16.00	\$32,000.00
39	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2000 SY	40.00	80,000.00	30.00	\$60,000.00	58.00	\$116,000.00
40	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00
41	VACATED	0 VACATEL	0.00	0.00	0.00	\$0.00	0.00	\$0.00
42	DUCTILE IRON STORM SEWER PIPE 8 IN. DIA.	50 LF	100.00	5,000.00	230.00	\$11,500.00	140.00	\$7,000.00
43	MANHOLE - 48 IN.	11 EA	7,000.00	77,000.00	6,500.00	\$71,500.00	10,050.00	\$110,550.00
44	MANHOLE - 72 IN.	1 EA	12,500.00	12,500.00	9,200.00	\$9,200.00	10,500.00	\$10,500.00
45	MANHOLE - 96 IN.	2 EA	25,000.00	50,000.00	27,000.00	\$54,000.00	28,000.00	\$56,000.00
46	GRATE INLET TYPE 3	1 EA	3,000.00	3,000.00	4,500.00	\$4,500.00	4,200.00	\$4,200.00
47	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	9 VF	500.00	4,500.00	500.00	\$4,500.00	555.00	\$4,995.00
48	MH OR DW FRAME AND COVER (LOCKABLE)	3 EA	1,200.00	3,600.00	1,500.00	\$4,500.00	2,000.00	\$6,000.00
49	VALVE BOX AND COVER	4 EA	800.00	3,200.00	1,000.00	\$4,000.00	700.00	\$2,800.00
50	CONNECT 18 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	4,500.00	4,500.00	3,500.00	\$3,500.00	1,750.00	\$1,750.00
51	RECONSTRUCT 48 IN. MANHOLE INVERT	1 EA	2,000.00	2,000.00	5,500.00	\$5,500.00	4,000.00	\$4,000.00
52	MANHOLE TEST	7 EA	1,000.00	7,000.00	500.00	\$3,500.00	2,000.00	\$14,000.00

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

Project Number: 2022083			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		ALPINE CONTRACTORS GROUP LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
53	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	700.00	1,400.00	610.00	\$1,220.00	299.00	\$598.00	320.00	\$640.00
54	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	600 CY	200.00	120,000.00	210.00	\$126,000.00	143.00	\$85,800.00	20.00	\$12,000.00
55	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	75.00	2,250.00	36.00	\$1,080.00	68.00	\$2,040.00	35.00	\$1,050.00
56	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	90.00	2,700.00	27.00	\$810.00	51.00	\$1,530.00	76.00	\$2,280.00
57	IMPORTED BACKFILL	3706 CY	100.00	370,600.00	34.00	\$126,004.00	40.00	\$148,240.00	26.00	\$96,356.00
58	TRENCH SAFETY SYSTEM	1 LS	75,000.00	75,000.00	6,200.00	\$6,200.00	23,957.00	\$23,957.00	17,440.00	\$17,440.00
59	CUT-OFF WALL	5 EA	5,000.00	25,000.00	2,570.00	\$12,850.00	4,026.00	\$20,130.00	1,802.00	\$9,010.00
60	PLUGGING EXISTING PIPE	4 EA	500.00	2,000.00	290.00	\$1,160.00	387.00	\$1,548.00	876.00	\$3,504.00
61	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	20,000.00	20,000.00	11,000.00	\$11,000.00	11,979.00	\$11,979.00	9,172.00	\$9,172.00
62	ENCASE WATER/SEWER AT CROSSINGS	4 EA	2,000.00	8,000.00	1,050.00	\$4,200.00	3,538.00	\$14,152.00	1,419.20	\$5,676.80
63	CLEANING EXISTING SANITARY SEWERS	1 EA	1,000.00	1,000.00	1,200.00	\$1,200.00	1,198.00	\$1,198.00	930.00	\$930.00
64	CONCRETE PIPE ANCHOR	15 EA	1,200.00	18,000.00	2,300.00	\$34,500.00	1,303.00	\$19,545.00	1,866.00	\$27,990.00
65	DI PIPE FOR WATER MAIN 6 IN. DIA.	59 LF	200.00	11,800.00	160.00	\$9,440.00	198.00	\$11,682.00	126.00	\$7,434.00
66	DI PIPE FOR WATER MAIN 8 IN. DIA.	187 LF	200.00	37,400.00	139.00	\$25,993.00	193.00	\$36,091.00	117.00	\$21,879.00
67	DI PIPE FOR WATER MAIN 30 IN. DIA.	3085 LF	550.00	1,696,750.00	367.00	\$1,132,195.00	377.00	\$1,163,045.00	426.00	\$1,314,210.00
68	BLOWOFF ASSEMBLY (Y-103A)	1 EA	15,000.00	15,000.00	12,100.00	\$12,100.00	10,118.00	\$10,118.00	15,567.00	\$15,567.00
69	SHARED BLOWOFF PIPING (4 INCH)	1 EA	6,000.00	6,000.00	7,600.00	\$7,600.00	4,863.00	\$4,863.00	7,667.00	\$7,667.00
70	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	2 EA	8,000.00	16,000.00	4,335.00	\$8,670.00	3,954.00	\$7,908.00	6,039.00	\$12,078.00
71	HYDRANT ASSEMBLY	2 EA	10,000.00	20,000.00	10,975.00	\$21,950.00	13,032.00	\$26,064.00	13,644.00	\$27,288.00
72	SANITARY SEWER PVC PIPE 8 IN. DIA.	2 LF	200.00	400.00	212.00	\$424.00	344.00	\$688.00	237.00	\$474.00
73	SANITARY SEWER PVC PIPE 15 IN. DIA.	2 LF	300.00	600.00	568.00	\$1,136.00	735.00	\$1,470.00	643.00	\$1,286.00
74	SANITARY SEWER PVC PIPE 18 IN. DIA.	1082 LF	300.00	324,600.00	154.00	\$166,628.00	102.00	\$110,364.00	125.00	\$135,250.00
75	SANITARY SEWER FORCE MAIN HDPE PIPE 8 IN. DIA.	852 LF	200.00	170,400.00	64.00	\$54,528.00	67.00	\$57,084.00	63.00	\$53,676.00
76	SANITARY SEWER FORCE MAIN HDPE PIPE 18 IN. DIA.	850 LF	380.00	323,000.00	142.00	\$120,700.00	133.00	\$113,050.00	133.00	\$113,050.00
77	SANITARY SEWER HDPE PIPE 20 IN. DIA.	1534 LF	500.00	767,000.00	158.00	\$242,372.00	127.00	\$194,818.00	136.00	\$208,624.00
78	SANITARY SEWER BYPASSING	1 LS	20,000.00	20,000.00	7,600.00	\$7,600.00	23,957.00	\$23,957.00	49,603.00	\$49,603.00
79	ESC LEAD	1 LS	5,000.00	5,000.00	3,000.00	\$3,000.00	11,979.00	\$11,979.00	3.00	\$3.00
80	TEMPORARY EROSION CONTROL BLANKET	2779 SY	10.00	27,790.00	4.00	\$11,116.00	5.00	\$13,895.00	5.00	\$13,895.00
81	INLET PROTECTION	2 EA	175.00	350.00	65.00	\$130.00	664.00	\$1,328.00	231.00	\$462.00
82	SILT FENCE	460 LF	8.00	3,680.00	7.00	\$3,220.00	8.00	\$3,680.00	7.50	\$3,450.00

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

<i>Project Number: 2022083</i>			<i>Engineer's Estimate</i>		BIG SKY ID CORP (Submitted)		NORTHWEST GRADING, INC (Submitted)		CECCANTI INC. (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
53	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	700.00	1,400.00	626.00	\$1,252.00	2,338.53	\$4,677.06	700.00	\$1,400.00
54	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	600 CY	200.00	120,000.00	119.00	\$71,400.00	390.68	\$234,408.00	70.00	\$42,000.00
55	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	75.00	2,250.00	85.00	\$2,550.00	24.75	\$742.50	20.00	\$600.00
56	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	90.00	2,700.00	105.00	\$3,150.00	53.95	\$1,618.50	40.00	\$1,200.00
57	IMPORTED BACKFILL	3706 CY	100.00	370,600.00	22.00	\$81,532.00	42.72	\$158,320.32	37.00	\$137,122.00
58	TRENCH SAFETY SYSTEM	1 LS	75,000.00	75,000.00	2,565.00	\$2,565.00	22,391.46	\$22,391.46	5,800.00	\$5,800.00
59	CUT-OFF WALL	5 EA	5,000.00	25,000.00	2,830.00	\$14,150.00	3,478.48	\$17,392.40	1,500.00	\$7,500.00
60	PLUGGING EXISTING PIPE	4 EA	500.00	2,000.00	945.00	\$3,780.00	146.01	\$584.04	450.00	\$1,800.00
61	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	20,000.00	20,000.00	48,268.00	\$48,268.00	5,612.48	\$5,612.48	2,500.00	\$2,500.00
62	ENCASE WATER/SEWER AT CROSSINGS	4 EA	2,000.00	8,000.00	2,995.00	\$11,980.00	2,909.47	\$11,637.88	2,200.00	\$8,800.00
63	CLEANING EXISTING SANITARY SEWERS	1 EA	1,000.00	1,000.00	2,659.00	\$2,659.00	11,692.67	\$11,692.67	800.00	\$800.00
64	CONCRETE PIPE ANCHOR	15 EA	1,200.00	18,000.00	950.00	\$14,250.00	3,424.38	\$51,365.70	1,500.00	\$22,500.00
65	DI PIPE FOR WATER MAIN 6 IN. DIA.	59 LF	200.00	11,800.00	260.00	\$15,340.00	230.51	\$13,600.09	260.00	\$15,340.00
66	DI PIPE FOR WATER MAIN 8 IN. DIA.	187 LF	200.00	37,400.00	172.00	\$32,164.00	333.61	\$62,385.07	260.00	\$48,620.00
67	DI PIPE FOR WATER MAIN 30 IN. DIA.	3085 LF	550.00	1,696,750.00	452.00	\$1,394,420.00	473.15	\$1,459,667.75	470.00	\$1,449,950.00
68	BLOWOFF ASSEMBLY (Y-103A)	1 EA	15,000.00	15,000.00	17,641.00	\$17,641.00	12,416.42	\$12,416.42	10,000.00	\$10,000.00
69	SHARED BLOWOFF PIPING (4 INCH)	1 EA	6,000.00	6,000.00	9,907.00	\$9,907.00	10,159.73	\$10,159.73	10,000.00	\$10,000.00
70	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	2 EA	8,000.00	16,000.00	8,106.00	\$16,212.00	8,154.55	\$16,309.10	8,000.00	\$16,000.00
71	HYDRANT ASSEMBLY	2 EA	10,000.00	20,000.00	14,133.00	\$28,266.00	18,320.28	\$36,640.56	13,000.00	\$26,000.00
72	SANITARY SEWER PVC PIPE 8 IN. DIA.	2 LF	200.00	400.00	286.00	\$572.00	229.01	\$458.02	200.00	\$400.00
73	SANITARY SEWER PVC PIPE 15 IN. DIA.	2 LF	300.00	600.00	764.00	\$1,528.00	1,097.38	\$2,194.76	200.00	\$400.00
74	SANITARY SEWER PVC PIPE 18 IN. DIA.	1082 LF	300.00	324,600.00	209.00	\$226,138.00	151.80	\$164,247.60	240.00	\$259,680.00
75	SANITARY SEWER FORCE MAIN HDPE PIPE 8 IN. DIA.	852 LF	200.00	170,400.00	171.00	\$145,692.00	103.39	\$88,088.28	160.00	\$136,320.00
76	SANITARY SEWER FORCE MAIN HDPE PIPE 18 IN. DIA.	850 LF	380.00	323,000.00	333.00	\$283,050.00	158.06	\$134,351.00	240.00	\$204,000.00
77	SANITARY SEWER HDPE PIPE 20 IN. DIA.	1534 LF	500.00	767,000.00	259.00	\$397,306.00	188.35	\$288,928.90	260.00	\$398,840.00
78	SANITARY SEWER BYPASSING	1 LS	20,000.00	20,000.00	32,028.00	\$32,028.00	13,418.95	\$13,418.95	100.00	\$100.00
79	ESC LEAD	1 LS	5,000.00	5,000.00	1,571.00	\$1,571.00	17,549.53	\$17,549.53	1,500.00	\$1,500.00
80	TEMPORARY EROSION CONTROL BLANKET	2779 SY	10.00	27,790.00	6.00	\$16,674.00	3.87	\$10,754.73	3.00	\$8,337.00
81	INLET PROTECTION	2 EA	175.00	350.00	108.00	\$216.00	706.74	\$1,413.48	100.00	\$200.00
82	SILT FENCE	460 LF	8.00	3,680.00	6.00	\$2,760.00	8.80	\$4,048.00	7.00	\$3,220.00

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

<i>Project Number: 2022083</i>			<i>Engineer's Estimate</i>		CORRIDOR CONTRACTORS (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
53	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	700.00	1,400.00	1,850.00	\$3,700.00	575.00	\$1,150.00
54	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	600 CY	200.00	120,000.00	750.00	\$450,000.00	325.00	\$195,000.00
55	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	75.00	2,250.00	100.00	\$3,000.00	50.00	\$1,500.00
56	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	90.00	2,700.00	110.00	\$3,300.00	50.00	\$1,500.00
57	IMPORTED BACKFILL	3706 CY	100.00	370,600.00	37.00	\$137,122.00	55.00	\$203,830.00
58	TRENCH SAFETY SYSTEM	1 LS	75,000.00	75,000.00	55,000.00	\$55,000.00	420,000.00	\$420,000.00
59	CUT-OFF WALL	5 EA	5,000.00	25,000.00	5,000.00	\$25,000.00	6,650.00	\$33,250.00
60	PLUGGING EXISTING PIPE	4 EA	500.00	2,000.00	1,500.00	\$6,000.00	575.00	\$2,300.00
61	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	20,000.00	20,000.00	20,000.00	\$20,000.00	150,000.00	\$150,000.00
62	ENCASE WATER/SEWER AT CROSSINGS	4 EA	2,000.00	8,000.00	5,000.00	\$20,000.00	2,200.00	\$8,800.00
63	CLEANING EXISTING SANITARY SEWERS	1 EA	1,000.00	1,000.00	4,000.00	\$4,000.00	575.00	\$575.00
64	CONCRETE PIPE ANCHOR	15 EA	1,200.00	18,000.00	3,500.00	\$52,500.00	2,750.00	\$41,250.00
65	DI PIPE FOR WATER MAIN 6 IN. DIA.	59 LF	200.00	11,800.00	230.00	\$13,570.00	200.00	\$11,800.00
66	DI PIPE FOR WATER MAIN 8 IN. DIA.	187 LF	200.00	37,400.00	195.00	\$36,465.00	210.00	\$39,270.00
67	DI PIPE FOR WATER MAIN 30 IN. DIA.	3085 LF	550.00	1,696,750.00	435.00	\$1,341,975.00	502.00	\$1,548,670.00
68	BLOWOFF ASSEMBLY (Y-103A)	1 EA	15,000.00	15,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00
69	SHARED BLOWOFF PIPING (4 INCH)	1 EA	6,000.00	6,000.00	5,000.00	\$5,000.00	5,300.00	\$5,300.00
70	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	2 EA	8,000.00	16,000.00	12,000.00	\$24,000.00	7,000.00	\$14,000.00
71	HYDRANT ASSEMBLY	2 EA	10,000.00	20,000.00	14,700.00	\$29,400.00	15,000.00	\$30,000.00
72	SANITARY SEWER PVC PIPE 8 IN. DIA.	2 LF	200.00	400.00	1,500.00	\$3,000.00	750.00	\$1,500.00
73	SANITARY SEWER PVC PIPE 15 IN. DIA.	2 LF	300.00	600.00	1,800.00	\$3,600.00	750.00	\$1,500.00
74	SANITARY SEWER PVC PIPE 18 IN. DIA.	1082 LF	300.00	324,600.00	145.00	\$156,890.00	250.00	\$270,500.00
75	SANITARY SEWER FORCE MAIN HDPE PIPE 8 IN. DIA.	852 LF	200.00	170,400.00	112.00	\$95,424.00	210.00	\$178,920.00
76	SANITARY SEWER FORCE MAIN HDPE PIPE 18 IN. DIA.	850 LF	380.00	323,000.00	180.00	\$153,000.00	275.00	\$233,750.00
77	SANITARY SEWER HDPE PIPE 20 IN. DIA.	1534 LF	500.00	767,000.00	170.00	\$260,780.00	285.00	\$437,190.00
78	SANITARY SEWER BYPASSING	1 LS	20,000.00	20,000.00	30,000.00	\$30,000.00	46,500.00	\$46,500.00
79	ESC LEAD	1 LS	5,000.00	5,000.00	27,000.00	\$27,000.00	30,000.00	\$30,000.00
80	TEMPORARY EROSION CONTROL BLANKET	2779 SY	10.00	27,790.00	3.00	\$8,337.00	4.00	\$11,116.00
81	INLET PROTECTION	2 EA	175.00	350.00	500.00	\$1,000.00	100.00	\$200.00
82	SILT FENCE	460 LF	8.00	3,680.00	8.00	\$3,680.00	6.00	\$2,760.00

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

<i>Project Number: 2022083</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		ALPINE CONTRACTORS GROUP LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
83	WATTLE	18 LF	25.00	450.00	6.00	\$108.00	260.00	\$4,680.00	14.00	\$252.00
84	TEMPORARY SEEDING	7934 SY	2.00	15,868.00	1.00	\$7,934.00	1.00	\$7,934.00	1.50	\$11,901.00
85	TOPSOIL TYPE A, 2 INCH THICK	7602 SY	8.00	60,816.00	4.00	\$30,408.00	5.00	\$38,010.00	37.00	\$281,274.00
86	HYDROSEEDING	7934 SY	2.00	15,868.00	1.00	\$7,934.00	1.00	\$7,934.00	1.50	\$11,901.00
87	4 TO 6 FT. HEIGHT EVERGREEN TREE	7 EA	800.00	5,600.00	580.00	\$4,060.00	779.00	\$5,453.00	1,819.00	\$12,733.00
88	TOPSOIL FOR BIO-INFILTRATION SWALES, 6 INCH THICK INCL. SE	332 SY	25.00	8,300.00	16.00	\$5,312.00	18.00	\$5,976.00	15.00	\$4,980.00
89	CONSTRUCT BIO-INFILTRATION SWALE	332 SY	40.00	13,280.00	3.50	\$1,162.00	9.00	\$2,988.00	6.50	\$2,158.00
90	POROUS PAVING UNIT	212 SY	200.00	42,400.00	63.00	\$13,356.00	87.00	\$18,444.00	62.00	\$13,144.00
91	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	500.00	500.00	2,000.00	\$2,000.00	7,187.00	\$7,187.00	58,482.00	\$58,482.00
92	CEMENT CONCRETE CURB	32 LF	45.00	1,440.00	62.00	\$1,984.00	72.00	\$2,304.00	74.00	\$2,368.00
93	CEMENT CONCRETE CURB AND GUTTER	32 LF	50.00	1,600.00	73.00	\$2,336.00	84.00	\$2,688.00	79.00	\$2,528.00
94	CEMENT CONCRETE DRIVEWAY	34 SY	80.00	2,720.00	104.00	\$3,536.00	120.00	\$4,080.00	141.00	\$4,794.00
95	BEAM GUARDRAIL TYPE 31, 8 FT LONG POST	90 LF	50.00	4,500.00	55.00	\$4,950.00	63.00	\$5,670.00	61.00	\$5,490.00
96	BEAM GUARDRAIL ANCHOR TYPE 10	15 EA	3,500.00	52,500.00	3,625.00	\$54,375.00	4,193.00	\$62,895.00	4,069.00	\$61,035.00
97	MODIFY FENCING	1 LS	2,500.00	2,500.00	2,100.00	\$2,100.00	5,989.00	\$5,989.00	5,813.00	\$5,813.00
98	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	7,000.00	7,000.00	6,200.00	\$6,200.00	7,187.00	\$7,187.00	6,976.00	\$6,976.00
99	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	1,000.00	1,000.00	830.00	\$830.00	958.00	\$958.00	930.00	\$930.00
100	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	2,400.00	\$2,400.00	2,713.00	\$2,713.00	2,633.00	\$2,633.00
101	PAVEMENT MARKING - DURABLE HEAT APPLIED	24 SF	15.00	360.00	16.00	\$384.00	19.00	\$456.00	18.00	\$432.00
102	PAVEMENT MARKING - PAINT	3232 SF	1.00	3,232.00	0.75	\$2,424.00	1.00	\$3,232.00	0.75	\$2,424.00
103	PERMANENT DOT LANE MARKER 4X6	505 EA	5.00	2,525.00	6.50	\$3,282.50	7.00	\$3,535.00	7.00	\$3,535.00
104	TEMPORARY PAVEMENT MARKING	1 LS	5,000.00	5,000.00	6,000.00	\$6,000.00	5,989.00	\$5,989.00	9,301.00	\$9,301.00
Bid Total			\$6,546,660.25		\$3,446,314.00		\$3,676,114.25		\$3,877,013.95	

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

<i>Project Number: 2022083</i>			<i>Engineer's Estimate</i>		BIG SKY ID CORP (Submitted)		NORTHWEST GRADING, INC (Submitted)		CECCANTI INC. (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
83	WATTLE	18 LF	25.00	450.00	50.00	\$900.00	5.35	\$96.30	10.00	\$180.00
84	TEMPORARY SEEDING	7934 SY	2.00	15,868.00	1.00	\$7,934.00	0.88	\$6,981.92	0.50	\$3,967.00
85	TOPSOIL TYPE A, 2 INCH THICK	7602 SY	8.00	60,816.00	7.00	\$53,214.00	3.84	\$29,191.68	5.00	\$38,010.00
86	HYDROSEEDING	7934 SY	2.00	15,868.00	1.00	\$7,934.00	0.88	\$6,981.92	0.50	\$3,967.00
87	4 TO 6 FT. HEIGHT EVERGREEN TREE	7 EA	800.00	5,600.00	834.00	\$5,838.00	1,520.05	\$10,640.35	120.00	\$840.00
88	TOPSOIL FOR BIO-INFILTRATION SWALES, 6 INCH THICK INCL. SE	332 SY	25.00	8,300.00	23.00	\$7,636.00	11.76	\$3,904.32	20.00	\$6,640.00
89	CONSTRUCT BIO-INFILTRATION SWALE	332 SY	40.00	13,280.00	5.40	\$1,792.80	30.70	\$10,192.40	20.00	\$6,640.00
90	POROUS PAVING UNIT	212 SY	200.00	42,400.00	98.00	\$20,776.00	98.72	\$20,928.64	100.00	\$21,200.00
91	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	500.00	500.00	7,695.00	\$7,695.00	9,938.77	\$9,938.77	5,000.00	\$5,000.00
92	CEMENT CONCRETE CURB	32 LF	45.00	1,440.00	127.00	\$4,064.00	70.16	\$2,245.12	90.00	\$2,880.00
93	CEMENT CONCRETE CURB AND GUTTER	32 LF	50.00	1,600.00	129.00	\$4,128.00	70.16	\$2,245.12	90.00	\$2,880.00
94	CEMENT CONCRETE DRIVEWAY	34 SY	80.00	2,720.00	172.00	\$5,848.00	114.59	\$3,896.06	130.00	\$4,420.00
95	BEAM GUARDRAIL TYPE 31, 8 FT LONG POST	90 LF	50.00	4,500.00	68.00	\$6,120.00	61.68	\$5,551.20	53.00	\$4,770.00
96	BEAM GUARDRAIL ANCHOR TYPE 10	15 EA	3,500.00	52,500.00	4,489.00	\$67,335.00	4,092.43	\$61,386.45	3,500.00	\$52,500.00
97	MODIFY FENCING	1 LS	2,500.00	2,500.00	2,307.00	\$2,307.00	17,539.01	\$17,539.01	2,500.00	\$2,500.00
98	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	7,000.00	7,000.00	7,695.00	\$7,695.00	6,177.94	\$6,177.94	1,000.00	\$1,000.00
99	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	1,000.00	1,000.00	3,206.00	\$3,206.00	11,883.96	\$11,883.96	1,000.00	\$1,000.00
100	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	2,905.00	\$2,905.00	2,648.39	\$2,648.39	4,000.00	\$4,000.00
101	PAVEMENT MARKING - DURABLE HEAT APPLIED	24 SF	15.00	360.00	20.00	\$480.00	18.17	\$436.08	15.00	\$360.00
102	PAVEMENT MARKING - PAINT	3232 SF	1.00	3,232.00	0.80	\$2,585.60	0.75	\$2,424.00	1.00	\$3,232.00
103	PERMANENT DOT LANE MARKER 4X6	505 EA	5.00	2,525.00	7.50	\$3,787.50	6.96	\$3,514.80	6.00	\$3,030.00
104	TEMPORARY PAVEMENT MARKING	1 LS	5,000.00	5,000.00	1,283.00	\$1,283.00	11,335.88	\$11,335.88	2,700.00	\$2,700.00
Bid Total			\$6,546,660.25		\$4,429,485.15		\$4,452,777.77		\$4,711,033.25	

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

<i>Project Number: 2022083</i>			<i>Engineer's Estimate</i>		CORRIDOR CONTRACTORS (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
83	WATTLE	18 LF	25.00	450.00	55.00	\$990.00	6.00	\$108.00
84	TEMPORARY SEEDING	7934 SY	2.00	15,868.00	1.00	\$7,934.00	1.00	\$7,934.00
85	TOPSOIL TYPE A, 2 INCH THICK	7602 SY	8.00	60,816.00	60.00	\$456,120.00	5.75	\$43,711.50
86	HYDROSEEDING	7934 SY	2.00	15,868.00	1.10	\$8,727.40	1.25	\$9,917.50
87	4 TO 6 FT. HEIGHT EVERGREEN TREE	7 EA	800.00	5,600.00	1,000.00	\$7,000.00	800.00	\$5,600.00
88	TOPSOIL FOR BIO-INFILTRATION SWALES, 6 INCH THICK INCL. SE	332 SY	25.00	8,300.00	20.00	\$6,640.00	18.00	\$5,976.00
89	CONSTRUCT BIO-INFILTRATION SWALE	332 SY	40.00	13,280.00	100.00	\$33,200.00	15.00	\$4,980.00
90	POROUS PAVING UNIT	212 SY	200.00	42,400.00	120.00	\$25,440.00	95.00	\$20,140.00
91	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	500.00	500.00	7,500.00	\$7,500.00	7,000.00	\$7,000.00
92	CEMENT CONCRETE CURB	32 LF	45.00	1,440.00	100.00	\$3,200.00	80.00	\$2,560.00
93	CEMENT CONCRETE CURB AND GUTTER	32 LF	50.00	1,600.00	100.00	\$3,200.00	95.00	\$3,040.00
94	CEMENT CONCRETE DRIVEWAY	34 SY	80.00	2,720.00	140.00	\$4,760.00	145.00	\$4,930.00
95	BEAM GUARDRAIL TYPE 31, 8 FT LONG POST	90 LF	50.00	4,500.00	64.00	\$5,760.00	65.00	\$5,850.00
96	BEAM GUARDRAIL ANCHOR TYPE 10	15 EA	3,500.00	52,500.00	4,100.00	\$61,500.00	4,500.00	\$67,500.00
97	MODIFY FENCING	1 LS	2,500.00	2,500.00	25,000.00	\$25,000.00	6,000.00	\$6,000.00
98	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	7,000.00	7,000.00	7,500.00	\$7,500.00	7,500.00	\$7,500.00
99	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	1,000.00	1,000.00	1,725.00	\$1,725.00	1,000.00	\$1,000.00
100	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	2,000.00	\$2,000.00	3,000.00	\$3,000.00
101	PAVEMENT MARKING - DURABLE HEAT APPLIED	24 SF	15.00	360.00	20.00	\$480.00	20.00	\$480.00
102	PAVEMENT MARKING - PAINT	3232 SF	1.00	3,232.00	1.25	\$4,040.00	0.75	\$2,424.00
103	PERMANENT DOT LANE MARKER 4X6	505 EA	5.00	2,525.00	8.00	\$4,040.00	7.50	\$3,787.50
104	TEMPORARY PAVEMENT MARKING	1 LS	5,000.00	5,000.00	7,500.00	\$7,500.00	7,000.00	\$7,000.00
Bid Total			\$6,546,660.25		\$5,702,371.65		\$6,319,929.00	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,048,926.25	0.00	5,497,734.00	0.00	6,546,660.25
DW EXCAVATING INC(Submitted)	455,831.25	0.00	2,990,482.75	0.00	3,446,314.00
HALME CONSTRUCTION INC (Submitted)	482,905.25	0.00	3,193,209.00	0.00	3,676,114.25
ALPINE CONTRACTORS GROUP LLC (Submitted)	530,588.25	0.00	3,346,425.70	0.00	3,877,013.95
BIG SKY ID CORP (Submitted)	473,747.25	0.00	3,955,737.90	0.00	4,429,485.15
NORTHWEST GRADING, INC (Submitted)	423,298.24	0.00	4,029,479.53	0.00	4,452,777.77
CECCANTI INC. (Submitted)	579,301.25	0.00	4,131,732.00	0.00	4,711,033.25
CORRIDOR CONTRACTORS (Submitted)	513,948.25	0.00	5,188,423.40	0.00	5,702,371.65
INLAND INFRASTRUCTURE LLC (Submitted)	557,991.25	0.00	5,761,937.75	0.00	6,319,929.00

Low Bid Contractor: DW EXCAVATING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	455,831.25	1,048,926.25	56.54 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	3,259,626.20	5,992,530.06	45.61 % Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	3,715,457.45	7,041,456.31	47.23 % Under Estimate



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Council Meeting Date: 01/08/2024

Date Rec'd	12/19/2023
Clerk's File #	OPR 2024-0013
Renews #	
Cross Ref #	OPR 2022-0198

Submitting Dept	PUBLIC DEFENDER	Project #	
Contact Name/Phone	NICK ANTUSH 835-5976	Bid #	
Contact E-Mail	NANTUSH@SPOKANECITY.ORG	Requisition #	
Agenda Item Type	Contract Item		
Council Sponsor(s)	MCATHCART		
Agenda Item Name	(12/4) 0700 MOU WITH SPOKANE COUNTY FOR CONFLICT OF INTEREST CASES		

Agenda Wording

Due to changes in procedure and oversight in the County, the MOU was not officially renewed until now. However, both City and County Public Defender Offices worked under the terms of the long-standing agreement. This current MOU covers 2023-2024.

Summary (Background)

The City Public Defender's Office and the Spokane County Public Defender's Office have had a Memorandum of Understanding on a conflict trading agreement, for cases in either office that have a legal conflict of interest. In this way both the City and County save tens of thousands of dollars (if not more) by not being required to use private counsel to handle these conflicts.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	\$ \$50,000 revenue
Current Year Cost	\$ \$50,000 revenue (2023)
Subsequent Year(s) Cost	\$ \$50,000 revenue (2024)

Narrative

Amount	Budget Account
Revenue \$ 50,000	# 0700-14100-99999-33772-99999
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

ANTUSH, NICHOLAS

Division Director

Accounting Manager

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

Colin Charbonneau

nantush@spokanecity.org

ddaniels@spokanecity.org

shenry@spokanecity.org

cgaylord@spokanecity.org

bcondon@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Submitting Department	Public Defender
Contact Name	Nick Antush
Contact Email & Phone	nantush@spokanecity.org/ (509) 835-5976
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	MOU with County Public Defender
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>For many years, the City Public Defender’s Office and the Spokane County Public Defender’s Office have had a Memorandum of Understanding on a conflict trading agreement, for cases in either office that have a legal conflict of interest. In this way both the City and County save tens of thousands of dollars (if not more) by not being required to use private counsel to handle these conflicts. The MOU also includes the trading by the County to the City of felony cases for the County taking additional misdemeanor cases. The County also agrees to pay the City a fee for the felony cases, which goes to the General Fund. The amount goes up to \$72,000.</p> <p>Due to changes in procedure and oversight in the County, the MOU was not officially renewed until now. However, both City and County Public Defender Offices worked under the terms of the long standing agreement. This current MOU covers 2023 and 2024.</p>
Proposed Council Action	
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Representation of Indigent Citizens.	
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



City of Spokane
MEMORANDUM OF UNDERSTANDING
2023-2024 CONFLICT AGREEMENT
BETWEEN
CITY OF SPOKANE
OFFICE OF THE PUBLIC DEFENDER AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Nicholas Antush, Public Defender, and the County, by Colin Charbonneau, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes required each public defender handling cases in Courts of Limited Jurisdiction to not carry an excessive caseload and effective January 1, 2015, required misdemeanor caseloads of less than 400 cases per attorney per year,

Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Nicholas Antush, the City Public Defender, and on a County case by Colin Charbonneau, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Nicholas Antush and Colin Charbonneau may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Conflict Exchange Formula.

- A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.
- B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.
- C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.
- D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.
- E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested.
- F. A case upon which a show cause has been filed shall constitute a new case.
- G. Colin Charbonneau or Nicholas Antush for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extraordinary number of hours to complete.
- H. The County Public Defender may send up to six felony conflict cases per month to the City Public Defender's Office for representation, and for this work the County shall pay the City Public Defender's office according to the following schedule:

From January 1, 2023 thru December 31, 2024 the following shall apply:

Class C felonies to be paid at a total of \$1,200 per case;

Class B felonies to be paid at a total of \$1,400 per case; and

Class A felonies to be paid above \$1400 on a case by cases basis upon agreement of the parties.

With those funds, the City Public Defender agrees to provide an attorney and any and all necessary investigative work relating to those cases. It is the understanding of the parties that some of the money can be spent on office equipment or supplies necessary to fulfill this contract. The County shall provide access, at no cost, to documents in the Superior Court, whether through Odyssey or Web-Xtender, or other program, through two licenses, one for the attorney's use and one for the support person's use.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Nicholas Antush and Colin Charbonneau will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Colin Charbonneau and Nicholas Antush will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).

8. This memorandum is effective January 1, 2023 through December 31, 2024, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

9. Nicholas Antush will represent or supervise the representation of clients assigned to the City on felony cases. Colin Charbonneau will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Nicholas Antush or Colin Charbonneau for their respective office is responsible to notify the other of the conflict and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS, etc., or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: _____

Nadine Woodward
Mayor, City of Spokane

Dated: _____

Colin Charbonneau, County Public Defender
Spokane County Public Defender's Office

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Date Rec'd 12/29/2023

Clerk's File # OPR 2023-0015

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept	CITY COUNCIL	Project #	
------------------------	--------------	------------------	--

Contact Name/Phone	MIKE SLOON 6468	Bid #	
---------------------------	-----------------	--------------	--

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	2024 BUDGET
-----------------------	------------------------	----------------------	-------------

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	ZZAPPONE		
---------------------------	----------	--	--

Agenda Item Name	SHI – MICROSOFT ENTERPRISE AGREEMENT		
-------------------------	--------------------------------------	--	--

Agenda Wording

Contract with SHI for Microsoft software and support beginning 01/01/2024 through 12/31/2026, for a total cost of \$1,045,885.05 + tax annually.

Summary (Background)

Contract with SHI for Microsoft software and support beginning 01/01/2024 through 12/31/2026, for a total cost of \$1,045,885.05 + tax annually. Government pricing via Sourcewell Contract# 081419-SHI. Microsoft software and services continues to be the optimal choice of software and services the city uses throughout the entire organization; and the city has utilized the Microsoft software and services for the past 18+ years.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ \$3,137,655.15 + tax
------------	-------------------------

Current Year Cost	\$ \$1,045,885.05 + tax
-------------------	-------------------------

Subsequent Year(s) Cost	\$ \$1,045,885.05 + tax Annually (2025 & 2026)
-------------------------	------------------------------------------------

Narrative

Annual Microsoft software licensing with support for Citywide use.

Amount

Budget Account

Expense	\$ \$31,376.55 + tax	# 5300-73500-18850-54820-99999
---------	----------------------	--------------------------------

Expense	\$ \$815,790.34 + tax	# 5300-73600-18850-54820-99999
---------	-----------------------	--------------------------------

Expense	\$ \$198,718.16 + tax	# 5300-73900-18850-54820-99999
---------	-----------------------	--------------------------------

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

	\$	#
--	----	---

	\$	#
--	----	---

Committee Agenda Sheet

Urban Experience Committee

Committee Date	January 8 th , 2024
Submitting Department	IT
Contact Name	Mike Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	<u>CM</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	SHI – Microsoft Enterprise Agreement
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Contract with SHI for Microsoft software and support beginning 01/01/2024 through 12/31/2026, for a total cost of \$1,045,885.05 + tax annually. Government pricing via Sourcewell Contract# 081419-SHI. Microsoft software and services continues to be the optimal choice of software and services the city uses throughout the entire organization; and the city has utilized the Microsoft software and services for the past 18+ years. Microsoft EA (Enterprise Agreement) renewal provides the City of Spokane Microsoft 365 (Cloud based) services, software licenses, and software maintenance and support for Microsoft Office, Email (Exchange/Outlook), SQL database, Power BI, SharePoint, OneDrive, Visio, Teams, and Azure services.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact \$1,045,885.05 + tax</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$3,137.655.15 + tax</u></p> <p> Current year cost: \$1,045,885.05</p> <p> Subsequent year(s) cost: \$1,045,885.05 + tax Annually (2025 & 2026)</p> <p>Narrative: <u>Annual Microsoft software licensing with support for Citywide use.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? NA - software	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA - software	

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

NA - software

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?

NA - software

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: 12/7/23

Type of expenditure:

Goods

Services

Department: IT

Approving Supervisor: Michael Sloon

Amount of Proposed Expenditure: \$1,045,885.05 + tax annually for 3 yrs (total \$3,137,655.15 + tax)
Is this against a master agreement? If yes, please provide the number:

Funding Source 5300-73500-18850-54820 3%, 5300-73600-18850-54820 78%, and 5300-73900-

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

Why is this expenditure necessary now?

This expenditure is necessary to renew our 2024-2026 Microsoft EA (Enterprise Agreement) for Microsoft licensing.

What are the impacts if expenses are deferred?

The City will not have Microsoft licensing to use Microsoft 365, Email(Exchange/Outlook), SQL databases, Power BI, SharePoint, OneDrive, Visio, Teams, and Azure services.

What alternative resources have been considered?

There are no other alternatives.

Description of the goods or service and any additional information?

This Enterprise Agreement provides licenses for city employees to use Microsoft 365(Office products, Exchange email services, Outlook, Teams, SharePoint, and OneDrive), Power BI, SQL databases, Server and Desktop computer licensing.

Person Submitting Form/Contact: Cylas Engeland

Division Director:

CFO Signature:

City Administrator Signature:

Additional Comments:











Microsoft EA Expenditure Control Form (OPR 2020-0888)

Final Audit Report

2023-12-22

Created:	2023-12-21
By:	JULIAN HUNT (JHUNT@SPOKANECITY.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAANdRzNfjgduZR3j5WgOU-m7hgWPJ2VjDE

"Microsoft EA Expenditure Control Form (OPR 2020-0888)" History

-  Document created by JULIAN HUNT (JHUNT@SPOKANECITY.ORG)
2023-12-21 - 9:48:12 PM GMT- IP address: 198.1.39.252
-  Document emailed to Michael Sloon (msloon@spokanecity.org) for signature
2023-12-21 - 9:51:09 PM GMT
-  Email viewed by Michael Sloon (msloon@spokanecity.org)
2023-12-21 - 11:52:44 PM GMT- IP address: 98.97.113.194
-  Document e-signed by Michael Sloon (msloon@spokanecity.org)
Signature Date: 2023-12-21 - 11:53:48 PM GMT - Time Source: server- IP address: 98.97.113.194
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-12-21 - 11:53:49 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-12-22 - 6:02:31 PM GMT- IP address: 73.83.126.59
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-12-22 - 6:02:42 PM GMT - Time Source: server- IP address: 73.83.126.59
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2023-12-22 - 6:02:44 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)
2023-12-22 - 8:53:25 PM GMT- IP address: 174.215.119.186
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-12-22 - 8:53:41 PM GMT - Time Source: server- IP address: 174.215.119.186

✔ Agreement completed.

2023-12-22 - 8:53:41 PM GMT



City of Spokane
CONTRACT
MICROSOFT ENTERPRISE
AGREEMENT AND LICENSE SUPPORT

THIS CONTRACT is between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHI INTERNATIONAL, CORP.**, whose address is 290 Davidson Avenue, Somerset, New Jersey 08873, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Microsoft Enterprise Agreement License Support in accordance with Company's Pricing Proposal dated December 5, 2023, attached as Exhibit B and selected through Sourcewell Contract #081419-SHI. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin January 1, 2024, and run through December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties..
3. **COMPENSATION.** Annual compensation under this Contract shall not exceed **ONE MILLION FORTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 05/100 DOLLARS (\$1,045,885.05) per year**, plus applicable sales tax; for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Company's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers

and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public

records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

SHI INTERNATIONAL, CORP.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Pricing Proposal dated December 5, 2023

23-267

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

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

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

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

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

EXHIBIT B



Pricing Proposal
Quotation #: 24149524
Reference #: EA# 87015975
Created On: 11/7/2023
Valid Until: 11/30/2023

WA-City of Spokane

Cylas England

808 W. SPOKANE FALLS BLVD
ATTN: AP
SPOKANE, WA 99201
United States
Phone: 5096256449
Fax:
Email: cengeland@spokanecity.org

Inside Account Manager

Tyler Henderson

290 Davidson Ave
SomersetNJ, 08873
Phone: 732-529-2148
Fax:
Email: tyler_henderson@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	1	\$0.00	\$0.00
2 Exchange Online P2 GCC Sub Per User Microsoft - Part#: 3NS-00003 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	36	\$73.41	\$2,642.76
3 Exchange Server Standard ALng SA Microsoft - Part#: 312-02257 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	2	\$128.65	\$257.30
4 M365 G5 IP & Governance GCC Sub Add-on Microsoft - Part#: 8QL-00005 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	2	\$64.33	\$128.66
5 M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	40	\$86.36	\$3,454.40
6 M365 G3 Unified FSA GCC Sub Per User Microsoft - Part#: AAD-34700	1620	\$340.51	\$551,626.20

Contract Name: Sourcewell- Technology Catalog Solutions

Contract #: 081419-SHI

Coverage Term: 1/1/2024 – 12/31/2024

Note: Year 1 of 3 Budgetary

7	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	718	\$400.57	\$287,609.26
8	Power Apps Plan GCC Sub Per User Microsoft - Part#: SEL-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	1	\$216.06	\$216.06
9	Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	5	\$162.05	\$810.25
10	Power BI Premium P1 GCC Sub Microsoft - Part#: HKL-00002 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	1	\$45,867.13	\$45,867.13
11	Power BI Premium USL AO GCC Sub Add-on Microsoft - Part#: 9IM-00003 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	1	\$91.83	\$91.83
12	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	55	\$91.70	\$5,043.50
13	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	6	\$275.48	\$1,652.88
14	Project Professional ALng SA 1 Server CAL Microsoft - Part#: H30-00238 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	13	\$212.75	\$2,765.75
15	Project Standard ALng SA	51	\$129.51	\$6,605.01

Microsoft - Part#: 076-01912
Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI
Coverage Term: 1/1/2024 – 12/31/2024
Note: Year 1 of 3 Budgetary

16	SQL Server Enterprise Core ALng SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	26	\$2,498.46	\$64,959.96
17	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	2	\$651.62	\$1,303.24
18	System Center DC Core ALng SA 2L Microsoft - Part#: 9EP-00208 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	72	\$49.60	\$3,571.20
19	System Center Service Manager ALng SA Per User Microsoft - Part#: 3ND-00528 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	2120	\$4.05	\$8,586.00
20	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	464	\$18.17	\$8,430.88
21	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	2372	\$0.00	\$0.00
22	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	8	\$137.74	\$1,101.92
23	Visio Professional ALng SA Microsoft - Part#: D87-01159 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	49	\$111.10	\$5,443.90

24	Visio Standard ALng SA Microsoft - Part#: D86-01253 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	18	\$57.08	\$1,027.44
25	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	112	\$127.18	\$14,244.16
26	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	464	\$19.52	\$9,057.28
27	Visual Studio Ent with GitHub ALng SA Microsoft - Part#: QEJ-00003 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	16	\$1,084.00	\$17,344.00
28	Entra ID P1 GCC Sub Per User Microsoft - Part#: MQM-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3 Budgetary	36	\$56.78	\$2,044.08
29	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	1	\$0.00	\$0.00
30	Exchange Online P2 GCC Sub Per User Microsoft - Part#: 3NS-00003 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	36	\$73.41	\$2,642.76
31	Exchange Server Standard ALng SA Microsoft - Part#: 312-02257 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	2	\$128.65	\$257.30
32	M365 G5 IP & Governance GCC Sub Add-on Microsoft - Part#: 8QL-00005 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	2	\$64.33	\$128.66

33	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	40	\$86.36	\$3,454.40
34	M365 G3 Unified FSA GCC Sub Per User Microsoft - Part#: AAD-34700 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	1620	\$340.51	\$551,626.20
35	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	718	\$400.57	\$287,609.26
36	Power Apps Plan GCC Sub Per User Microsoft - Part#: SEL-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	1	\$216.06	\$216.06
37	Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	5	\$162.05	\$810.25
38	Power BI Premium P1 GCC Sub Microsoft - Part#: HKL-00002 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	1	\$45,867.13	\$45,867.13
39	Power BI Premium USL AO GCC Sub Add-on Microsoft - Part#: 9IM-00003 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	1	\$91.83	\$91.83
40	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	55	\$91.70	\$5,043.50
41	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025	6	\$275.48	\$1,652.88

Note: Year 2 of 3 Budgetary

42	Project Professional ALng SA 1 Server CAL Microsoft - Part#: H30-00238 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	13	\$212.75	\$2,765.75
43	Project Standard ALng SA Microsoft - Part#: 076-01912 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	51	\$129.51	\$6,605.01
44	SQL Server Enterprise Core ALng SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	26	\$2,498.46	\$64,959.96
45	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	2	\$651.62	\$1,303.24
46	System Center DC Core ALng SA 2L Microsoft - Part#: 9EP-00208 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	72	\$49.60	\$3,571.20
47	System Center Service Manager ALng SA Per User Microsoft - Part#: 3ND-00528 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	2120	\$4.05	\$8,586.00
48	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	464	\$18.17	\$8,430.88
49	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	2372	\$0.00	\$0.00
50	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	8	\$137.74	\$1,101.92

Coverage Term: 1/1/2025 – 12/31/2025

Note: Year 2 of 3 Budgetary

51	Visio Professional ALng SA Microsoft - Part#: D87-01159 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	49	\$111.10	\$5,443.90
52	Visio Standard ALng SA Microsoft - Part#: D86-01253 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	18	\$57.08	\$1,027.44
53	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	112	\$127.18	\$14,244.16
54	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	464	\$19.52	\$9,057.28
55	Visual Studio Ent with GitHub ALng SA Microsoft - Part#: QEJ-00003 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	16	\$1,084.00	\$17,344.00
56	Entra ID P1 GCC Sub Per User Microsoft - Part#: MQM-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2025 – 12/31/2025 Note: Year 2 of 3 Budgetary	36	\$56.78	\$2,044.08
57	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	1	\$0.00	\$0.00
58	Exchange Online P2 GCC Sub Per User Microsoft - Part#: 3NS-00003 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	36	\$73.41	\$2,642.76
59	Exchange Server Standard ALng SA Microsoft - Part#: 312-02257 Contract Name: Sourcewell- Technology Catalog Solutions	2	\$128.65	\$257.30

Contract #: 081419-SHI
Coverage Term: 1/1/2026 – 12/31/2026
Note: Year 3 of 3 Budgetary

60	M365 G5 IP & Governance GCC Sub Add-on Microsoft - Part#: 8QL-00005 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	2	\$64.33	\$128.66
61	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	40	\$86.36	\$3,454.40
62	M365 G3 Unified FSA GCC Sub Per User Microsoft - Part#: AAD-34700 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	1620	\$340.51	\$551,626.20
63	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	718	\$400.57	\$287,609.26
64	Power Apps Plan GCC Sub Per User Microsoft - Part#: SEL-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	1	\$216.06	\$216.06
65	Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	5	\$162.05	\$810.25
66	Power BI Premium P1 GCC Sub Microsoft - Part#: HKL-00002 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	1	\$45,867.13	\$45,867.13
67	Power BI Premium USL AO GCC Sub Add-on Microsoft - Part#: 9IM-00003 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	1	\$91.83	\$91.83
68	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001	55	\$91.70	\$5,043.50

Contract Name: Sourcewell- Technology Catalog Solutions

Contract #: 081419-SHI

Coverage Term: 1/1/2026 – 12/31/2026

Note: Year 3 of 3 Budgetary

69	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	6	\$275.48	\$1,652.88
70	Project Professional ALng SA 1 Server CAL Microsoft - Part#: H30-00238 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	13	\$212.75	\$2,765.75
71	Project Standard ALng SA Microsoft - Part#: 076-01912 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	51	\$129.51	\$6,605.01
72	SQL Server Enterprise Core ALng SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	26	\$2,498.46	\$64,959.96
73	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	2	\$651.62	\$1,303.24
74	System Center DC Core ALng SA 2L Microsoft - Part#: 9EP-00208 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	72	\$49.60	\$3,571.20
75	System Center Service Manager ALng SA Per User Microsoft - Part#: 3ND-00528 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	2120	\$4.05	\$8,586.00
76	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	464	\$18.17	\$8,430.88
77	Teams AC with Dial Out US/CA GCC Sub Add-on	2372	\$0.00	\$0.00

Microsoft - Part#: NYH-00001
 Contract Name: Sourcewell- Technology Catalog Solutions
 Contract #: 081419-SHI
 Coverage Term: 1/1/2026 – 12/31/2026
Note: Year 3 of 3 Budgetary

78	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	8	\$137.74	\$1,101.92
79	Visio Professional ALng SA Microsoft - Part#: D87-01159 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	49	\$111.10	\$5,443.90
80	Visio Standard ALng SA Microsoft - Part#: D86-01253 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	18	\$57.08	\$1,027.44
81	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	112	\$127.18	\$14,244.16
82	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	464	\$19.52	\$9,057.28
83	Visual Studio Ent with GitHub ALng SA Microsoft - Part#: QEJ-00003 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	16	\$1,084.00	\$17,344.00
84	Entra ID P1 GCC Sub Per User Microsoft - Part#: MQM-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/1/2026 – 12/31/2026 Note: Year 3 of 3 Budgetary	36	\$56.78	\$2,044.08

Subtotal	\$3,137,655.15
*Tax	\$282,388.96
Total	\$3,420,044.11

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



< Business Lookup

License Information:

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

Entity name: SOFTWARE HOUSE INTERNATIONAL, INC.

Business name: SOFTWARE HOUSE INTERNATIONAL, INC.

Entity type: [Corporation](#)

UBI #: 601-639-984

Business ID: 001

Location ID: 0003

Location: Active

Location address: 290 DAVIDSON AVE
SOMERSET NJ 08873-4145

Mailing address: 290 DAVIDSON AVE
SOMERSET NJ 08873-4145

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	T12070226BUS			Active	Nov-30-2024	Oct-15-2012

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

Governing people	Title
THAI, LEE	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 11/30/2023 10:17:22 AM



[Contact us](#)

How are we doing?

[Take our survey!](#)

Don't see what you expected?

[Check if your browser is supported](#)



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Consent**Date Rec'd**

12/20/2023

Clerk's File #

ORD C36482

Renews #**Cross Ref #****Council Meeting Date:** 01/08/2024**Submitting Dept**

FINANCE, TREASURY & ADMIN

Project #**Contact Name/Phone**

TONYA 625-6585

Bid #**Contact E-Mail**

TWALLACE@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Emergency Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON

Agenda Item Name

(12/4) - 0410-FINANCE-SHORT TERM RENTAL OCCUPANCY FEE ORD

Agenda Wording

An amendment to ORD C36392 is proposed that reflects the change in fee, its use, and includes the provision of legislative guidelines for platform business.

Summary (Background)

On July 10, 2023, City Council passed Ord. C36392 regarding the regulation of short-term rental units. Specifically, Section 08.02.090, refers to a \$4.00 per night lodging fee whereby the proceeds are directed primarily to low-income housing. The effective date was Aug. 18, 2023. The fee must have a nexus to the cost of the short-term regulation program and cannot be directed as such without legal challenges as an unlawful tax.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 0

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Total estimated cost of the program is \$173,000 and is included in the 2024 Adopted Budget. The cost of the program is offset by the per night fee of \$2.00.

Amount**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	F&A Division
Contact Name	Tonya Wallace
Contact Email & Phone	twallace@spokanecity.org
Council Sponsor(s)	M. Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Short-term Rental Occupancy Fee Ordinance Amendment
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On July 10, 2023, City Council passed Ord. C36392 regarding the regulation of short-term rental units. Specifically, Section 08.02.090, refers to a \$4.00 per night lodging fee whereby the proceeds are directed primarily for low-income housing. The effective date was Aug. 18, 2023.</p> <p>However, the fee must have a nexus to the cost of the short-term regulation program and cannot be directed as such without legal challenges as an unlawful tax. The calculated fee to cover the cost of the program is estimated to be \$2.00 per night.</p> <p>Therefore, an amendment to ORD C36392 is proposed that reflects the change in fee, its use, and includes the provision of legislative guidelines for platform business.</p>
Proposed Council Action	Approve Jan. 8 as an emergency for immediate effective date following approval.
Fiscal Impact	
<p>Total Cost: <u>Total estimated cost of the program is \$173,000 and is included in the 2024 Adopted Budget. The cost of the program is offset by the per night fee of \$2.00.</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Funding source is the per night occupancy fee of \$2.00.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Data will be collected with each quarterly report as to the location, owner, and number of nightly rentals.	

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

Data will be collected quarterly as to the location, owner, and number of nightly

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?

(Marked Version)

ORDINANCE NO. _____ C36482

AN ORDINANCE relating to Short-Term Rental Occupancy Fee, amending SMC section 8.02.090, adopting a new section 8.02.091 of chapter 08.02 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, on July 10, 2023, Spokane City Council adopted Ordinance C-36392 regarding Short Term Rentals operating within the City of Spokane, effective August 10, 2023; and

WHEREAS, during the adoption process, amendments were made to the Ordinance which raise legal concerns and necessitate additional revisions; and

WHEREAS, The City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC section 08.02.090 is amended to read as follows:

08.02.090 Short-Term Rental ((License)) Occupancy Fee

There is a levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listings through a short-term rental platform (Platform).

A. For purposes of this Chapter, the term "Platform" shall have the meaning for a short-term rental platform set forth in SMC 17C.316.020.

~~((A-))~~ B. Platforms shall pay a ~~\$(4.00)~~ 2.00 per night booked through the Platform and delineated in the Public Rule.

~~((B-))~~ C. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.

~~((C-))~~ D. If a Platform fails to provide complete information the City's Chief Financial Officer, or designee, the City may estimate the quarterly per night booking fee and issue an assessment.

~~((D- All funds collected under this section shall be spent exclusively for purposes authorized under Chapter 08.07B Sales and Use Tax for Affordable Housing. At~~

Commented [GS1]: I assume you mean "Short-term rental platform"?

Commented [GS2]: Wouldn't it be clearer to eliminate a specific number here and simply refer to the Public Rule? Subsection (E) refers to the Public Rule so it appears we'll end up with two numbers--one in the ordinance and another in the Public Rule.

~~lease 90% of funds collected under this section shall be allocated to direct, non-administrative costs of programs serving the purposes of SMC 08.07B.020.)~~

E. The Chief Financial Officer, or designee, shall review annually any of the occupancy fees in subsection B and shall make any necessary adjustments in a Public Rule to ensure the fees achieve full cost recovery of the City's administrative, enforcement, and other regulatory costs and no more, after consideration of the following factors:

- a. The projected costs and annual budget allotted for administrative, enforcement and regulatory costs across the short-term rental industry;
- b. The need for increased enforcement to reduce illegal activity;
- c. The total number of nights booked in City limits across the short-term rental industry; and
- d. The administrative burden of issuing additional platform or operator permits.

Section 2. That there is adopted a new section 8.02.091 to chapter 08.02 SMC to read as follows:

08.02.091 Short-Term Rental Platform General Provisions

All Platforms operating in Spokane shall comply with the following:

- A. Possess a valid Platform permit.
- B. Prior to providing booking services, require that all operators and bed and breakfast operators using a Platform either submit an application for an operator permit or bed and breakfast operator permit through a Platform and include a permit number in any listing, or, include a permit number in any listing for a short-term rental or bed and breakfast unit on the platform.
- C. Remove any listings for short-term rentals or bed and breakfast units from the Platform upon notification by the Planning Department. The Director of Planning and Economic Development Services, or designee, shall develop, by Public Rule, processes and procedures for the removal of any listing.
- D. Provide the following information in an electronic format determined by the Chief Financial Officer, or designee, to the City on a quarterly basis:
 - 1. The total number of short-term rentals, and bed and breakfast units in the City listed on the Platform during the applicable reporting period; and
 - 2. The total number of nights all short-term rentals and bed and breakfast units were rented through the Platform during the applicable reporting period.

Commented [GS3]: Should this be called a License instead of a Permit? It might be confusing to have a permit for STR operators and also a permit for STR providers. This seems like more of a license.

Commented [WT4R4]: The Platforms must have a business license at a minimum. It seems that they should also have a permit like the operators so that we know in the permit system all of the platforms and can monitor and communicate with them. A business license is not enough to do that. I think the Public Rule will help to decide that question.

Commented [GS5]: Is it anticipated that Finance will handle issuance of a Platform permit? I don't think DSC is expecting to manage that.

Commented [WT6R6]: It seems best if DSC handles the small number of platform permits like the operator permits. I think the Public Rule will help answer this question.

Commented [GS7]: Do platforms track this? What is the purpose of separating out like this?

Commented [WT8R8]: Bed and Breakfasts are often defined differently than STR, but should still be monitored and charged the occupancy fee. Bed and Breakfast can be just a room within a dwelling unit that is not a STR.

- E. Inform all operators, including bed and breakfast operators, who use the Platform of the operator's responsibility to collect and remit all applicable local, state, and federal taxes unless the Platform does this on the operator's behalf.
- F. When notified to do so by the Director of Planning and Economic Development [Services](#), or designee, provide written notification to all short-term rental operators and bed and breakfast operators of changes to local regulations affecting their businesses. Upon request, the Platform shall provide documentation to the Director demonstrating that the required notification was provided. Platforms shall be deemed to comply with this subsection if they provide summaries of changes to local regulations as provided by the Director.
- G. Upon request by the Director of Planning and Economic Development [Services](#) or the Chief Financial Officer, or their respective designee(s), permit access to review records that are required to be kept under this Chapter, in a manner consistent with federal law.

Commented [SE9]: To who?
 Commented [WT10R10]: To the lodging operators or owners

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 5. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED BY THE CITY COUNCIL ON _____

 Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE DEPARTMENT FINANCE PUBLIC RULE AND REGULATION	DEPT 0860-__-____ LGL 2024-_____
TITLE: FINANCE – SHORT TERM RENTAL OCCUPANCY FEE PUBLIC RULES	
EFFECTIVE DATE:	
REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

1.1 This Public Rule is promulgated and published pursuant to SMC 8.02.090 and SMC 8.02.091 and is necessary to carry out the provisions of Chapter 8.02 SMC. Appendix A, City of Spokane City Short Term Rental Public Rules is incorporated herein sets out the Spokane City Short Term Rental Public Rules.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule shall apply to all Short-Term Rental Platforms, Short-Term Rental Operators, the Taxes and Licenses Department, the Office of Finance, Treasury and Administration, and Planning and Economic Development Services for the City of Spokane.

3.0 REFERENCES

- Chapter 8.02 SMC
- SMC 8.02.090
- SMC 8.02.091

4.0 **DEFINITIONS**

"Bed and breakfast" means a lodging use where rooms within a single dwelling unit are provided to transients by a resident operator for a fee by prearrangement on a daily or short-term basis. A breakfast and/or light snacks may be served to those renting rooms in the bed and breakfast.

Commented [TW1]: SMC 17C.315.100 - definition and use

"Bed and breakfast operator" means any person who is the owner or resident manager of a bed and breakfast unit.

"Bed and breakfast unit" means a room within a bed and breakfast that is offered or provided to a guest(s) by a bed and breakfast operator for a fee for fewer than 30 consecutive nights.

"Booking service" means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between a short-term rental operator and a prospective short-term rental guest, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

"Dwelling unit" means a room or rooms located within a structure that are configured to meet the standards of **SMC Title 17A** and that are occupied or intended to be occupied by not more than one household as living accommodations independent from any other household.

"Fee" means remuneration or anything of economic value that is provided, promised, or donated primarily in exchange for services rendered.

"Guest" means any person or persons renting a short-term rental or bed and breakfast unit.

"Household" means a housekeeping unit consisting of any number of related persons; a group or more disabled residents; adult family homes as defined under Washington State Law; or six or fewer non-related persons.

"In Spokane" or "within Spokane" means in the Spokane city limits.

"Local contact" means the operator or the operator's representative who is the point of contact for any short-term guest(s) for the duration of the guest(s) stay in the short-term rental.

"Operate a short-term rental platform within Spokane" means that a short-term rental platform is engaged in business in Spokane, including having agreements with short-term rental operators or other customers in Spokane who provide dwelling units, or portions thereof, located in Spokane for short-term rental use, regardless of whether the short-term rental platform is physically present in Spokane.

"Owner" means any person who, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, or executor, administrator, trustee, or guardian of an estate has charge, care, or control of any

building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement shall not be considered an owner.

"Person" means any individual, firm, corporation, association, governmental entity, or partnership and its agents or assigns.

"Primary residence" means a person's usual place of return for housing as documented by motor vehicle registration, driver's license, voter registration, or other such evidence as determined by **Public Rule**. A person may have only one primary residence.

"Principal" means a principal or governing member of any business entity, including but not limited to: LLC member/manager, president, vice president, secretary, treasurer, CEO, director, stockholder, partner, general partner, or limited partner.

"Short-term rental advertisement" means any method of soliciting use of a dwelling unit for short-term rental purposes.

"Short-term rental" means a lodging use, that is not a hotel or motel, in which a dwelling unit, or portion thereof, that is offered or provided to a guest(s) by a short-term rental operator for a fee for fewer than 30 consecutive nights. A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive nights is not a short-term rental. A dwelling unit, or portion thereof, that is operated by an organization or government entity that is registered as a charitable organization with the Secretary of State, State of Washington, and/or is classified by the Internal Revenue Service as a public charity or a private foundation, and provides temporary housing to individuals who are being treated for trauma, injury or disease and/or their family members is not a short-term rental.

Commented [TW2]: We do not seem to define this in Title 17A

"Short-term rental operator" or "operator" means any person who is the owner of a dwelling unit, or portion thereof, who offers or provides that dwelling unit, or portion thereof, for short-term rental use or a person who is the tenant of a dwelling unit, or portion thereof, who offered or provided a short-term rental.

"Short-term rental operator registry" means record of information detailing short-term rental transactions, maintained by the short-term rental operator.

"Short-term rental platform" or "platform" means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, or which a bed and breakfast operator may offer a bed and breakfast unit, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.

5.0 POLICY

The Chief Financial Officer hereby adopts rules to administer and enforce the City's Short Term Rental Occupancy Fee and carry out the provisions of Chapter 8.02.090 SMC, as contained in Attachment A.

6.0 PROCEDURES

6.1 See Appendices

7.0 RESPONSIBILITIES

The Taxes and Licenses Department through the City's Office of Finance, Treasury and Administration Department shall administer this Public Rule and Policy.

8.0 APPENDICES

8.1 Appendix A – City of Spokane Short Term Rental Rules

APPROVED BY:

City Administrator

Date

Chief Financial Officer

Date

Assistant City Attorney

Date

APPENDIX A
CITY OF SPOKANE SHORT TERM RENTAL OCCUPANCY FEE RULES

- RULE 1: Primary Residence.
- RULE 2: Monitoring Listings For Compliance.
- RULE 3: Permits and Permit Applications.
- RULE 4: Short-term Rental Platforms General Provisions.
- RULE 5: Short-term Rental Occupancy Fees.
- RULE 6: Short-term Rental Regulations and Public Disclosure.

The following rules are applicable to the Spokane City Short Term Occupancy Fee. They have been promulgated and published by the City of Spokane's Chief Financial Officer, pursuant to SMC § 8.02.090 and SMC § 8.02.091.

Commented [TW3]: To be amended in Jan. 2024

RULE 1: Primary Residence.

This rule defines a primary residence as the term applies to a short-term rental (STR) operator and describes evidence that may be used to document the operator's primary residence. An operator may only have one primary residence.

Overview

The STR permit is designed to limit the number of and regulate the operation of STR properties.

Definition and Application

Primary residence means a person's usual place of return for housing where one makes their home and conducts their daily affairs, including, without limitations, paying bills and receiving mail. A primary residence is generally the dwelling unit with the residential address used on documentation related to identification, taxation, and insurance purposes, including, without limitation, income tax returns, medical service plans, voter registration, paycheck stubs, lease or rental agreement, mortgage agreement, bank statements, driver's license, valid state identification, and/or vehicle registration.

As part of the permitting or renewal process (e.g., to validate an operator meets and does not exceed restrictions on the number of allowed units), the **Planning and Economic Development Services (PEDS) Director** or his or her designee will require that an operator provide two supporting documents verifying the address of the primary residence. Supporting documents include, but are not limited to, the documentation described above.

In some instances, a business entity may offer a unit for short-term rental use. Each principal, as defined herein, in the business entity may have a property interest in no more than two short-term rental units, one of which is the principal's primary residence

or the primary residence of one of the business entity's other principals listed on the same short-term rental license.

Commented [WT4]: We should determine how many STR units a principal may have and if there are exceptions.

RULE 2: Monitoring Listings for Compliance.

This rule describes the process for monitoring short-term rentals (STR) and bed and breakfast listings for compliance and notifying STR platforms of any noncompliant listings as specified in the Spokane Municipal Code (SMC).

Periodically, but at least monthly, the **Department of Planning and Economic Development (PED)** will review the listings on each STR platform for compliance with **SMC 17C.315 and 17C.316**. After the reviews, PED will provide the STR platforms with a spreadsheet identifying which listings are noncompliant and including the following information:

1. The STR platform's **permit** number (issued by the City)
 - a. For the same unit listed on multiple platforms, PED will notify each platform of the noncompliant listing.
2. The operator's permit number (issued by the City)
3. The STR listing's **Uniform Resource Locator (URL)**
4. The reason for listing ineligibility, which may include but is not limited to:
 - a. The operator lacks a valid STR permit;
 - b. The operator lacks a valid City of Spokane business license and/or
 - c. The operator has failed to comply with the requirements listed in **SMC 17C.315 or SMC 17C.316**.
 - d. The operator is claiming a zoning exemption that has not been granted by PED.
 - e. The operator is out of compliance with one or more requirements of the City Land Use Code.

Commented [WT5]: Not sure if the platforms need to also have a permit as well as a regular business license, but I think they should.

PED will send this spreadsheet via electronic mail (email) at the email address provided by the STR platform or via an application programming interface (using the technology system from which PED will manage STR permitting and enforcement). **PED** will deliver the spreadsheet by a mutually agreed upon date or the date selected by the **PED Director** or his or her designee.

STR platforms will be responsible for providing PED an email address that will accept delivery of the spreadsheet. Notice that is sent via email to the designated address will be deemed effective and complete at the time it is sent.

STR platforms will inform PED within seven (7) calendar days after receipt of **PED's** spreadsheet whether the STR platform will act against the listings identified in **PED's** spreadsheet and the timeline for taking such action. The platforms will provide their responses for each ineligible listing in the spreadsheet provided by PED.

Outside of the normal notification process, PED will notify the appropriate platform(s) if PED has reason to believe the building or unit(s) presents a threat to the health or safety of potential occupants, of the occupants of neighboring buildings or of the public. Such reasons may include, but are not limited to, scenarios in which PED has received notification of:

1. Illegal activity at an STR unit;
2. A complaint indicating immediate harm to a guest from renting a unit; or
3. The condition of the building or unit(s) poses an imminent threat as determined by **Spokane Code Enforcement**.

In such instances, PED will actively coordinate with relevant City departments as needed before notifying the appropriate STR platform(s). The STR platform(s) will provide PED with a status update, within 24 hours, on whether the STR platform will act against the listings identified in the **emergency situation report** provided by PED.

Nothing in this rule prohibits or restricts PED from taking enforcement action against the platform pursuant to **SMC xxxxx**.

Commented [WT6]: Do we have enforcement actions in SMC?

RULE 3: Permits and Permit Applications.

This rule describes the licenses required for short-term rental (STR) platforms and operators and the processes to apply for a new permit and to renew an existing permit as specified in the Spokane Municipal Code (SMC).

License Required

Both STR platforms and operators, including bed and breakfast operators using a platform to list a bed and breakfast unit, require an annual permit to legally operate a dwelling unit(s), or portion(s) thereof, within the Spokane city limits. The required permit is in addition to the standard business license requirement.

All platform and operator licenses are non-transferable. Any change of ownership will require the new owner(s) to apply for a new operator permit (should the new owner desire to continue operating the STR).

Definition of a Platform and Platform License Applications

For purposes of licensing, a platform is: a person or entity that provides the means to (1) offer (i.e., advertise) a dwelling unit for short-term rental use and to (2) book (i.e., reserve and/or pay for) such a unit and (3) financially benefits from providing these services. The definition of platform does not depend on the person's or entity's scale of operations, possible simultaneous status as short-term rental operator or condition to limit access to the platform to certain operators or properties.

To obtain a permit, a platform must complete an application form with the Department of Planning and Economic Development (PED) in a format prescribed by the PED Director or his or her designee (the Department Director). This format could include a paper

application form or an electronic application on a City website or some combination of the two. An applicant must also pay any applicable permitting fee at the time of application submittal (please refer to Director's Rule STR-5 for information).

A platform will be issued a permit number upon completion of the entire application process and approval of the application by the Department Director.

Operator Permit Applications

To obtain a permit, an operator must complete an application form with PED in a format provided by the Department Director. This format could include a paper application form or an electronic application on a City website or some combination of the two. An applicant must also pay any applicable permitting fee at the time of application submittal.

All operators applying for a permit must declare that each dwelling unit, or portion thereof, offered for use as a short-term rental complies with the general provisions outlined in SMC 17C.315 and SMC 17C.316.

The applicant must register all units the applicant intends to use as short-term rentals on the initial or renewal permit application. Any omitted units cannot be used for short-term rental without going through the permitting approval process.

As part of the application process, all applicants will be asked to (1) self-certify that they are eligible to be an operator and possess all required documentation to establish eligibility and, if offering their primary residence for short-term rental use, (2) provide PED with two (2) supporting documents demonstrating primary residence as described herein. As applicable, an operator must always possess a physical copy of the evidence of prior short-term rental and primary residence and will present such evidence for inspection upon request of the Department Director.

An operator will be issued a permit number upon completion of the entire application process and approval of the application by the Department Director.

The Department Director will require attestation of compliance for each section of SMC 17C.315 or SMC 17C.316 at the time a STR (or bed and breakfast) operator applies for and/or renews their operator's permit. Operators must maintain hard-copy proof of compliance for each section of SMC 17C.315 or SMC 17C.316 and will provide such documentation at the Department Director's request. Failure to provide proof as requested by the Department Director and within five (5) calendar days of the Director's request will be deemed noncompliant with the applicable SMC section(s).

The Department Director may choose to provide examples of best practices for compliance with applicable SMC sections and if so, will do so on a public-facing website.

Operators are obligated to keep their contact information current and must submit any changes in a manner specified by the Department Director within 10 calendar days of when the change occurs.

Permit Renewals

Permittees will receive multiple reminders to renew starting at least 60 calendar days prior to expiration of their annual permit. A permittee may renew the permit at any time after receiving the notification and up to 10 calendar days after the license expires without penalty. However, a permittee will be assessed a **one-time late penalty of \$10** for not renewing a license by the last day of the 10-day grace period.

The City will not renew a license unless all penalties and all past and current business, regulatory and STR permit fees are paid in full. The Department Director will take reasonable means to investigate whether a permittee has applied for a new permit to avoid paying outstanding penalties and/or license fees. An operator may apply to renew their permit if they have a pending appeal for an enforcement action.

RULE 4: Short-term Rental Platforms General Provisions.

This rule describes the general obligations of short-term rental (STR) platforms as required by the Spokane Municipal Code (SMC).

Providing Information to FAS

STR platforms will submit the following information to the Department of Finance and Administrative Services (FAS) each quarter:

1. The total number of all short-term rentals and bed and breakfast listings in the City listed on the platform during the applicable reporting period broken out by month.
2. The total number of nights all short-term rentals and bed and breakfast units rented (booked) through the platform during the applicable reporting period broken out by month.

The STR platform will provide this information to FAS fifteen (15) calendar days after the end of each quarter (i.e., January 15, April 15, July 15, and October 15). The STR platform will provide this information in a format specified by the FAS Director or his or her designee, which may be either an electronic or paper format. The FAS Director, or designee, will notify the STR platform of the format to be used.

STR platforms will submit the following to **FAS each month**:

1. All operators using the platform to list STR units during the month and the units listed by those operators:
 - A licensed operator will be identified by either their City issued permit number or by "City of Spokane permit application pending" if the operator has applied for but not yet been issued a permit number by the City.

- A listed unit will be identified by an active and working uniform resource locator (URL) for the listing on the platform.

The STR platform will provide this information to FAS 15 calendar days after the end of each month. The STR platform will provide this information in an electronic format specified by the Department Director. The Department Director will notify the STR platform of the format to be used.

An STR platform is obligated to keep its contact information current and must submit any changes in a manner specified by the Department Director within 10 calendar days of when the change occurs.

Providing Information to STR Operators

City Website

The City will maintain a public-facing website to provide up-to-date STR information and summaries of the status of SMC § 8.02.090 and SMC § 8.02.091, and all administrative rules pertaining to SMC § 8.02.090 and SMC § 8.02.091. The link to the website will be provided at the time that the STR platform applies for their STR platform permit, which will satisfy the City's responsibility to provide a summary of the rules and regulations for STR platforms and operators.

When changes are made to the ordinance or rules, the City will notify STR platforms via email to the email address provided by the STR platform that the website has been updated.

Taxes

STR platforms will provide STR operators, in writing, with notice that the STR operators are responsible for collecting and remitting all applicable local, state, and federal taxes. STR platforms may choose whether this is done electronically or via postal service. STR platforms must retain proof that they provided the notice.

Failure to provide the information as directed or failure to remit taxes, if the STR platform chooses to collect and remit taxes on operators behaves, may result in penalties as described in SMC 6.600.110. Nothing in this Rule exempts an STR operator's tax obligations under SMC § 8.02.090.

Summaries of Regulations

STR platforms will be responsible for providing STR operators with summaries of the City's STR regulations. To fulfill this obligation, STR platforms will refer operators to the City's website, which will provide current information about SMC § 8.02.090. STR platforms must provide the summary when an STR operator lists their property on the STR platform. STR platforms must retain proof that they provided the notice.

When City regulations change, the City will provide the STR platforms with notice within 30 calendar days of the change of regulation. The City will also update the City's

website. Within five calendar days of receiving this notice, STR platforms will provide STR operators with notice that the regulations have been updated and may refer STR operators to the City's website. STR platforms must retain proof that they provided the notice.

Records Review and Public Disclosure

STR platforms will make available all records required to be kept under SMC § 8.02.090 and these Rules. Upon the City's request, STR platforms will coordinate presentation of the applicable records to City staff at a mutually convenient time and place and in a convenient format.

RULE 5: Short-term Rental Occupancy Fees.

This rule describes the fees to be paid by short-term rental (STR) platforms and operators as a condition of permitting and as specified in the Spokane Municipal Code (SMC).

Overview

The occupancy fees imposed pay for the administrative, enforcement and regulatory costs incurred by the City to regulate the STR industry, including all platforms and operators participating within it.

Review of Permitting Fees

The Department of Planning and Economic Development (PED) Director or his or her designee (the Department Director) will review annually, or as needed, the platform and operator permitting fee amount and make any necessary adjustments to this rule to ensure the fees achieve full recovery of the City's administrative, enforcement and other regulatory costs.

In addition to the factors outlined in SMC § 8.02.090, the Department Director will consider the appropriate level of staffing needed for enforcement against illegal activity and the resources needed to issue platform and operator permits. As the actual number of platform and operator permits issued may be higher or lower than the projected numbers used to set the initial fee amounts, upon the Director's review, the permitting fee amounts may increase or decrease.

Occupancy Fees for Platforms

As a condition of permitting, each platform, as defined in **Public Rule**, will pay a quarterly fee based on the total number of nights booked for short-term rental use through the platform.

Effective January 1, 2024, the occupancy fee will be \$2 per dwelling unit for each night booked. The City bases this fee amount on its projected 2024 program revenue and expenditures costs.

The per night occupancy fees will be calculated and paid on a quarterly basis. If a platform fails to provide complete data and information as required by SMC § 8.02.090 and **Public Rule**, the Department Director may estimate, based on available data, the quarterly occupancy fee.

A platform's fee payment is due 30 calendar days after the end of each quarter. This schedule allows for a platform to submit its quarterly data report, the City to generate an invoice for the fee amount owed and the platform to remit payment. If the due date for submitting a report and payment falls upon a Saturday, Sunday or legal holiday, the filing is timely if the report is either (i) received by the City (in the City's possession), or (ii) postmarked by the United States Postal Service, on the next business day.

The occupancy fee per night booked may apply to the same dwelling unit if that unit was booked using different platforms in the same quarter. For example, if dwelling unit A is booked through platform A for five nights in the first quarter and booked through platform B for five nights in the first quarter, platforms A and B are both responsible for remitting \$10 each for dwelling unit A as part of their fee payments to the City.

The per booked night fee will apply to all dwelling units used by the operator as a short-term rental primary, secondary and any additional allowed by SMC § 8.02.090.

Occupancy fees for platforms are non-refundable and non-transferable.

Permitting Fees for Operators

As a condition of permitting and effective August 18, 2023, a short-term rental operator (or a bed and breakfast operator) will pay an initial \$200 in residential zones and \$300 in all other zone per dwelling unit, and \$100 in residential zones and \$150 for all other zones to renew annually. The fee must be paid at the time an operator submits a permit application to the City.

The City will issue an operator one permit, but the fee amount associated with that permit will be based on the number of dwelling units or portions thereof the operator chooses, and is legally permitted, to operate.

Some examples:

1. If an operator's STR consists of multiple rooms (three) in one dwelling unit in a residential zone, the initial permitting fee would be \$200, assuming the operator has no additional STRs.
2. Accessory dwelling units (ADUs) and detached accessory dwelling units (DADUs) are dwelling units separate from the primary residence. An operator using an ADU or DADU as an STR would pay \$200 (in addition to fees for any other unit(s)), assuming in a residential zone.

3. Each unit within a duplex is a separate dwelling unit and would have an initial permitting fee of \$200 per separate unit (e.g., \$200 x 2 = \$400 for a duplex) in a residential zone. If the duplex operator can legally operate an additional STR, then the license fee would increase by \$200 for that unit if in a residential zone.

Permitting fees for operators are non-refundable and non-transferable.

RULE 6: Short-term Rental Regulations and Public Disclosure.

This rule describes public disclosure requests as they apply to the City's administration of short-term rental (STR) regulations.

Background

The Public Records Act broadly defines public records as any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristic. It includes records prepared at the direction of a governmental agency or records used by an agency in connection with any governmental or proprietary function regardless of whether they are in the possession of the agency at the time a public records request is made.

General Application

If the City receives a public records request for records designated as confidential by the STR operator, bed and breakfast operator and/or STR platform that submitted those records (the submitting party), the City will notify the submitting party in writing of the request and will postpone disclosure for up to ten (10) calendar days. During that time, the STR operator, bed and breakfast operator and/or STR platform will be allowed an opportunity to obtain and serve the City with a court order to enjoin the City from releasing the records.

Third-Party Data Mining Service

To help enforce short-term regulations and ensure operator compliance, the City may use the services of a third-party data mining vendor. Such a vendor would regularly provide City staff with aggregated data and information on short-term rental and bed and breakfast listings across various STR platforms.

These aggregated data and information could include the following:

- Operator's name
- Operator's contact information (email address, phone number and mailing address)
- Property owner's name
- Property owner's contact information (email address, phone number and mailing address)
- Unit's address
- Screenshot of the unit's online listing
- Parcel number

- Land use compliance status
- Meets definition of a short-term rental (i.e., unit rents for fewer than 30 consecutive nights)
- Number of nights booked
- Booking price (weekday and weekend)
- Platform(s) on which unit is listed
- City issued license number

Data and information received from a third-party vendor are subject to public disclosure.

Audit

All records required to be maintained under SMC § 8.02.090 are subject to inspection, copying and audit by the Department of Finance and Administrative Services (FAS) Director or his or her designee, with reasonable prior notice, during regular City business hours.

Short Term Rental Public Rules are hereby ADOPTED this _____ day of _____, 2024.

Chief Financial Officer

Approved as to form:

Assistant City Attorney

ORDINANCE NO. C36482

AN ORDINANCE relating to Short-Term Rental Occupancy Fee, amending SMC section 8.02.090, adopting a new section 8.02.091 of chapter 08.02 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, on July 10, 2023, Spokane City Council adopted Ordinance C-36392 regarding Short Term Rentals operating within the City of Spokane, effective August 10, 2023; and

WHEREAS, during the adoption process, amendments were made to the Ordinance which raise legal concerns and necessitate additional revisions; and

WHEREAS, The City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC section 08.02.090 is amended to read as follows:

08.02.090 Short-Term Rental ((License)) Occupancy Fee

There is a levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listings through a short-term rental platform (Platform).

A. For purposes of this Chapter, the term “Platform” shall have the meaning for a short-term rental platform set forth in SMC 17C.316.020.

~~((A.))~~ B. Platforms shall pay a _per night booked through the Patform and delineated in the Public Rule.

~~((B.))~~ C. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.

~~((C.))~~ D. If a Platform fails to provide complete information the City’s Chief Financial Officer, or designee, the City may estimate the quarterly per night booking fee and issue an assessment.

~~((D. All funds collected under this section shall be spent exclusively for purposes authorized under Chapter 08.07B Sales and Use Tax for Affordable Housing. At~~

~~lease 90% of funds collected under this section shall be allocated to direct, non-administrative costs of programs serving the purposes of SMC 08.07B.020.))~~

E. The Chief Financial Officer, or designee, shall review annually any of the occupancy fees in subsection B and shall make any necessary adjustments in a Public Rule to ensure the fees achieve full cost recovery of the City's administrative, enforcement, and other regulatory costs and no more, after consideration of the following factors:

- a. The projected costs and annual budget allotted for administrative, enforcement and regulatory costs across the short-term rental industry;
- b. The need for increased enforcement to reduce illegal activity;
- c. The total number of nights booked in City limits across the short-term rental industry; and
- d. The administrative burden of issuing additional platform or operator permits.

Section 2. That there is adopted a new section 8.02.091 to chapter 08.02 SMC to read as follows:

08.02.091 Short-Term Rental Platform General Provisions

All Platforms operating in Spokane shall comply with the following:

- A. Possess a valid Platform permit.
- B. Prior to providing booking services, require that all operators and bed and breakfast operators using a Platform either submit an application for an operator permit or bed and breakfast operator permit through a Platform and include a permit number in any listing, or, include a permit number in any listing for a short-term rental or bed and breakfast unit on the platform.
- C. Remove any listings for short-term rentals or bed and breakfast units from the Platform upon notification by the Planning Department. The Director of Planning and Economic Development Services, or designee, shall develop, by Public Rule, processes and procedures for the removal of any listing.
- D. Provide the following information in an electronic format determined by the Chief Financial Officer, or designee, to the City on a quarterly basis:
 1. The total number of short-term rentals, and bed and breakfast units in the City listed on the Platform during the applicable reporting period; and
 2. The total number of nights all short-term rentals and bed and breakfast units were rented through the Platform during the applicable reporting period.

- E. Inform all operators, including bed and breakfast operators, who use the Platform of the operator's responsibility to collect and remit all applicable local, state, and federal taxes unless the Platform does this on the operator's behalf.
- F. When notified to do so by the Director of Planning and Economic Development, or designee, provide written notification to all short-term rental operators and bed and breakfast operators of changes to local regulations affecting their businesses. Upon request, the Platform shall provide documentation to the Director demonstrating that the required notification was provided. Platforms shall be deemed to comply with this subsection if they provide summaries of changes to local regulations as provided by the Director.
- G. Upon request by the Director of Planning and Economic Development or the Chief Financial Officer, or their respective designee(s), permit access to review records that are required to be kept under this Chapter, in a manner consistent with federal law.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 5. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE DEPARTMENT FINANCE PUBLIC RULE AND REGULATION	DEPT 0860-__ -_____ LGL 2024-_____
TITLE: FINANCE – SHORT TERM RENTAL OCCUPANCY FEE PUBLIC RULES EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

1.1 This Public Rule is promulgated and published pursuant to SMC 8.02.090 and SMC 8.02.091 and is necessary to carry out the provisions of Chapter 8.02 SMC. Appendix A, City of Spokane City Short Term Rental Public Rules is incorporated herein sets out the Spokane City Short Term Rental Public Rules.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule shall apply to all Short-Term Rental Platforms, Short-Term Rental Operators, the Taxes and Licenses Department, the Office of Finance, Treasury and Administration, and Planning and Economic Development Services for the City of Spokane.

3.0 REFERENCES

- Chapter 8.02 SMC
- SMC 8.02.090
- SMC 8.02.091

4.0 **DEFINITIONS**

"Bed and breakfast" means a lodging use where rooms within a single dwelling unit are provided to transients by a resident operator for a fee by prearrangement on a daily or short-term basis. A breakfast and/or light snacks may be served to those renting rooms in the bed and breakfast.

"Bed and breakfast operator" means any person who is the owner or resident manager of a bed and breakfast unit.

"Bed and breakfast unit" means a room within a bed and breakfast that is offered or provided to a guest(s) by a bed and breakfast operator for a fee for fewer than 30 consecutive nights.

"Booking service" means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between a short-term rental operator and a prospective short-term rental guest, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

"Dwelling unit" means a room or rooms located within a structure that are configured to meet the standards of **SMC Title 17A** and that are occupied or intended to be occupied by not more than one household as living accommodations independent from any other household.

"Fee" means remuneration or anything of economic value that is provided, promised, or donated primarily in exchange for services rendered.

"Guest" means any person or persons renting a short-term rental or bed and breakfast unit.

"Household" means a housekeeping unit consisting of any number of related persons; a group or more disabled residents; adult family homes as defined under Washington State Law; or six or fewer non-related persons.

"In Spokane" or "within Spokane" means in the Spokane city limits.

"Local contact" means the operator or the operator's representative who is the point of contact for any short-term guest(s) for the duration of the guest(s) stay in the short-term rental.

"Operate a short-term rental platform within Spokane" means that a short-term rental platform is engaged in business in Spokane, including having agreements with short-term rental operators or other customers in Spokane who provide dwelling units, or portions thereof, located in Spokane for short-term rental use, regardless of whether the short-term rental platform is physically present in Spokane.

"Owner" means any person who, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, or executor, administrator, trustee, or guardian of an estate has charge, care, or control of any

building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement shall not be considered an owner.

"Person" means any individual, firm, corporation, association, governmental entity, or partnership and its agents or assigns.

"Primary residence" means a person's usual place of return for housing as documented by motor vehicle registration, driver's license, voter registration, or other such evidence as determined by **Public Rule**. A person may have only one primary residence.

"Principal" means a principal or governing member of any business entity, including but not limited to: LLC member/manager, president, vice president, secretary, treasurer, CEO, director, stockholder, partner, general partner, or limited partner.

"Short-term rental advertisement" means any method of soliciting use of a dwelling unit for short-term rental purposes.

"Short-term rental" means a lodging use, that is not a hotel or motel, in which a dwelling unit, or portion thereof, that is offered or provided to a guest(s) by a short-term rental operator for a fee for fewer than 30 consecutive nights. A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive nights is not a short-term rental. A dwelling unit, or portion thereof, that is operated by an organization or government entity that is registered as a charitable organization with the Secretary of State, State of Washington, and/or is classified by the Internal Revenue Service as a public charity or a private foundation, and provides temporary housing to individuals who are being treated for trauma, injury or disease and/or their family members is not a short-term rental.

"Short-term rental operator" or "operator" means any person who is the owner of a dwelling unit, or portion thereof, who offers or provides that dwelling unit, or portion thereof, for short-term rental use or a person who is the tenant of a dwelling unit, or portion thereof, who offered or provided a short-term rental.

"Short-term rental operator registry" means record of information detailing short-term rental transactions, maintained by the short-term rental operator.

"Short-term rental platform" or "platform" means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, or which a bed and breakfast operator may offer a bed and breakfast unit, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.

5.0 POLICY

The Chief Financial Officer hereby adopts rules to administer and enforce the City's Short Term Rental Occupancy Fee and carry out the provisions of Chapter 8.02.090 SMC, as contained in Attachment A.

6.0 PROCEDURES

6.1 See Appendices

7.0 RESPONSIBILITIES

The Taxes and Licenses Department through the City's Office of Finance, Treasury and Administration Department shall administer this Public Rule and Policy.

8.0 APPENDICES

8.1 Appendix A – City of Spokane Short Term Rental Rules

APPROVED BY:

City Administrator

Date

Chief Financial Officer

Date

Assistant City Attorney

Date

APPENDIX A
CITY OF SPOKANE SHORT TERM RENTAL OCCUPANCY FEE RULES

- RULE 1: Primary Residence.
- RULE 2: Monitoring Listings For Compliance.
- RULE 3: Permits and Permit Applications.
- RULE 4: Short-term Rental Platforms General Provisions.
- RULE 5: Short-term Rental Occupancy Fees.
- RULE 6: Short-term Rental Regulations and Public Disclosure.

The following rules are applicable to the Spokane City Short Term Occupancy Fee. They have been promulgated and published by the City of Spokane's Chief Financial Officer, pursuant to SMC § 8.02.090 and SMC § 8.02.091.

RULE 1: Primary Residence.

This rule defines a primary residence as the term applies to a short-term rental (STR) operator and describes evidence that may be used to document the operator's primary residence. An operator may only have one primary residence.

Overview

The STR permit is designed to limit the number of and regulate the operation of STR properties.

Definition and Application

Primary residence means a person's usual place of return for housing where one makes their home and conducts their daily affairs, including, without limitations, paying bills and receiving mail. A primary residence is generally the dwelling unit with the residential address used on documentation related to identification, taxation, and insurance purposes, including, without limitation, income tax returns, medical service plans, voter registration, paycheck stubs, lease or rental agreement, mortgage agreement, bank statements, driver's license, valid state identification, and/or vehicle registration.

As part of the permitting or renewal process (e.g., to validate an operator meets and does not exceed restrictions on the number of allowed units), the **Planning and Economic Development Services (PEDS) Director** or his or her designee will require that an operator provide two supporting documents verifying the address of the primary residence. Supporting documents include, but are not limited to, the documentation described above.

In some instances, a business entity may offer a unit for short-term rental use. Each principal, as defined herein, in the business entity may have a property interest in no more than two short-term rental units, one of which is the principal's primary residence

or the primary residence of one of the business entity's other principals listed on the same short-term rental license.

RULE 2: Monitoring Listings for Compliance.

This rule describes the process for monitoring short-term rentals (STR) and bed and breakfast listings for compliance and notifying STR platforms of any noncompliant listings as specified in the Spokane Municipal Code (SMC).

Periodically, but at least monthly, the Department of Planning and Economic Development (PED) will review the listings on each STR platform for compliance with SMC 17C.315 and 17C.316. After the reviews, PED will provide the STR platforms with a spreadsheet identifying which listings are noncompliant and including the following information:

1. The STR platform's permit number (issued by the City)
 - a. For the same unit listed on multiple platforms, PED will notify each platform of the noncompliant listing.
2. The operator's permit number (issued by the City)
3. The STR listing's Uniform Resource Locator (URL)
4. The reason for listing ineligibility, which may include but is not limited to:
 - a. The operator lacks a valid STR permit;
 - b. The operator lacks a valid City of Spokane business license and/or
 - c. The operator has failed to comply with the requirements listed in SMC 17C.315 or SMC 17C.316.
 - d. The operator is claiming a zoning exemption that has not been granted by PED.
 - e. The operator is out of compliance with one or more requirements of the City Land Use Code.

PED will send this spreadsheet via electronic mail (email) at the email address provided by the STR platform or via an application programming interface (using the technology system from which PED will manage STR permitting and enforcement). PED will deliver the spreadsheet by a mutually agreed upon date or the date selected by the PED Director or his or her designee.

STR platforms will be responsible for providing PED an email address that will accept delivery of the spreadsheet. Notice that is sent via email to the designated address will be deemed effective and complete at the time it is sent.

STR platforms will inform PED within seven (7) calendar days after receipt of PED's spreadsheet whether the STR platform will act against the listings identified in PED's spreadsheet and the timeline for taking such action. The platforms will provide their responses for each ineligible listing in the spreadsheet provided by PED.

Outside of the normal notification process, PED will notify the appropriate platform(s) if PED has reason to believe the building or unit(s) presents a threat to the health or safety of potential occupants, of the occupants of neighboring buildings or of the public. Such reasons may include, but are not limited to, scenarios in which PED has received notification of:

1. Illegal activity at an STR unit;
2. A complaint indicating immediate harm to a guest from renting a unit; or
3. The condition of the building or unit(s) poses an imminent threat as determined by **Spokane Code Enforcement**.

In such instances, PED will actively coordinate with relevant City departments as needed before notifying the appropriate STR platform(s). The STR platform(s) will provide PED with a status update, within 24 hours, on whether the STR platform will act against the listings identified in the **emergency situation report** provided by PED.

Nothing in this rule prohibits or restricts PED from taking enforcement action against the platform pursuant to **SMC xxxxx**.

RULE 3: Permits and Permit Applications.

This rule describes the licenses required for short-term rental (STR) platforms and operators and the processes to apply for a new permit and to renew an existing permit as specified in the Spokane Municipal Code (SMC).

License Required

Both STR platforms and operators, including bed and breakfast operators using a platform to list a bed and breakfast unit, require an annual permit to legally operate a dwelling unit(s), or portion(s) thereof, within the Spokane city limits. The required permit is in addition to the standard business license requirement.

All platform and operator licenses are non-transferable. Any change of ownership will require the new owner(s) to apply for a new operator permit (should the new owner desire to continue operating the STR).

Definition of a Platform and Platform License Applications

For purposes of licensing, a platform is: a person or entity that provides the means to (1) offer (i.e., advertise) a dwelling unit for short-term rental use and to (2) book (i.e., reserve and/or pay for) such a unit and (3) financially benefits from providing these services. The definition of platform does not depend on the person's or entity's scale of operations, possible simultaneous status as short-term rental operator or condition to limit access to the platform to certain operators or properties.

To obtain a permit, a platform must complete an application form with the Department of Planning and Economic Development (PED) in a format prescribed by the PED Director or his or her designee (the Department Director). This format could include a paper

application form or an electronic application on a City website or some combination of the two. An applicant must also pay any applicable permitting fee at the time of application submittal (please refer to Director's Rule STR-5 for information).

A platform will be issued a permit number upon completion of the entire application process and approval of the application by the Department Director.

Operator Permit Applications

To obtain a permit, an operator must complete an application form with PED in a format provided by the Department Director. This format could include a paper application form or an electronic application on a City website or some combination of the two. An applicant must also pay any applicable permitting fee at the time of application submittal.

All operators applying for a permit must declare that each dwelling unit, or portion thereof, offered for use as a short-term rental complies with the general provisions outlined in SMC 17C.315 and SMC 17C.316.

The applicant must register all units the applicant intends to use as short-term rentals on the initial or renewal permit application. Any omitted units cannot be used for short-term rental without going through the permitting approval process.

As part of the application process, all applicants will be asked to (1) self-certify that they are eligible to be an operator and possess all required documentation to establish eligibility and, if offering their primary residence for short-term rental use, (2) provide PED with two (2) supporting documents demonstrating primary residence as described herein. As applicable, an operator must always possess a physical copy of the evidence of prior short-term rental and primary residence and will present such evidence for inspection upon request of the Department Director.

An operator will be issued a permit number upon completion of the entire application process and approval of the application by the Department Director.

The Department Director will require attestation of compliance for each section of SMC 17C.315 or SMC 17C.316 at the time a STR (or bed and breakfast) operator applies for and/or renews their operator's permit. Operators must maintain hard-copy proof of compliance for each section of SMC 17C.315 or SMC 17C.316 and will provide such documentation at the Department Director's request. Failure to provide proof as requested by the Department Director and within five (5) calendar days of the Director's request will be deemed noncompliant with the applicable SMC section(s).

The Department Director may choose to provide examples of best practices for compliance with applicable SMC sections and if so, will do so on a public-facing website.

Operators are obligated to keep their contact information current and must submit any changes in a manner specified by the Department Director within 10 calendar days of when the change occurs.

Permit Renewals

Permittees will receive multiple reminders to renew starting at least 60 calendar days prior to expiration of their annual permit. A permittee may renew the permit at any time after receiving the notification and up to 10 calendar days after the license expires without penalty. However, a permittee will be assessed a **one-time late penalty of \$10** for not renewing a license by the last day of the 10-day grace period.

The City will not renew a license unless all penalties and all past and current business, regulatory and STR permit fees are paid in full. The Department Director will take reasonable means to investigate whether a permittee has applied for a new permit to avoid paying outstanding penalties and/or license fees. An operator may apply to renew their permit if they have a pending appeal for an enforcement action.

RULE 4: Short-term Rental Platforms General Provisions.

This rule describes the general obligations of short-term rental (STR) platforms as required by the Spokane Municipal Code (SMC).

Providing Information to FAS

STR platforms will submit the following information to the Department of Finance and Administrative Services (FAS) each quarter:

1. The total number of all short-term rentals and bed and breakfast listings in the City listed on the platform during the applicable reporting period broken out by month.
2. The total number of nights all short-term rentals and bed and breakfast units rented (booked) through the platform during the applicable reporting period broken out by month.

The STR platform will provide this information to FAS fifteen (15) calendar days after the end of each quarter (i.e., January 15, April 15, July 15, and October 15). The STR platform will provide this information in a format specified by the FAS Director or his or her designee, which may be either an electronic or paper format. The FAS Director, or designee, will notify the STR platform of the format to be used.

STR platforms will submit the following to **FAS each month**:

1. All operators using the platform to list STR units during the month and the units listed by those operators:
 - A licensed operator will be identified by either their City issued permit number or by "City of Spokane permit application pending" if the operator has applied for but not yet been issued a permit number by the City.

- A listed unit will be identified by an active and working **uniform resource locator (URL)** for the listing on the platform.

The STR platform will provide this information to FAS 15 calendar days after the end of each month. The STR platform will provide this information in an electronic format specified by the Department Director. The Department Director will notify the STR platform of the format to be used.

An STR platform is obligated to keep its contact information current and must submit any changes in a manner specified by the **Department Director** within 10 calendar days of when the change occurs.

Providing Information to STR Operators

City Website

The City will maintain a public-facing website to provide up-to-date STR information and summaries of the status of SMC § 8.02.090 and SMC § 8.02.091, and all administrative rules pertaining to SMC § 8.02.090 and SMC § 8.02.091. The link to the website will be provided at the time that the STR platform applies for their STR platform permit, which will satisfy the City's responsibility to provide a summary of the rules and regulations for STR platforms and operators.

When changes are made to the ordinance or rules, the City will notify STR platforms via email to the email address provided by the STR platform that the website has been updated.

Taxes

STR platforms will provide STR operators, in writing, with notice that the STR operators are responsible for collecting and remitting all applicable local, state, and federal taxes. STR platforms may choose whether this is done electronically or via postal service. STR platforms must retain proof that they provided the notice.

Failure to provide the information as directed or failure to remit taxes, if the STR platform chooses to collect and remit taxes on operators behaves, **may result in penalties as described in SMC 6.600.110**. Nothing in this Rule exempts an STR operator's tax obligations under SMC § 8.02.090.

Summaries of Regulations

STR platforms will be responsible for providing STR operators with summaries of the City's STR regulations. To fulfill this obligation, STR platforms will refer operators to the City's website, which will provide current information about SMC § 8.02.090. STR platforms must provide the summary when an STR operator lists their property on the STR platform. STR platforms must retain proof that they provided the notice.

When City regulations change, the City will provide the STR platforms with notice within 30 calendar days of the change of regulation. The City will also update the City's

website. Within five calendar days of receiving this notice, STR platforms will provide STR operators with notice that the regulations have been updated and may refer STR operators to the City's website. STR platforms must retain proof that they provided the notice.

Records Review and Public Disclosure

STR platforms will make available all records required to be kept under SMC § 8.02.090 and these Rules. Upon the City's request, STR platforms will coordinate presentation of the applicable records to City staff at a mutually convenient time and place and in a convenient format.

RULE 5: Short-term Rental Occupancy Fees.

This rule describes the fees to be paid by short-term rental (STR) platforms and operators as a condition of permitting and as specified in the Spokane Municipal Code (SMC).

Overview

The occupancy fees imposed pay for the administrative, enforcement and regulatory costs incurred by the City to regulate the STR industry, including all platforms and operators participating within it.

Review of Permitting Fees

The Department of Planning and Economic Development (PED) Director or his or her designee (the Department Director) will review annually, or as needed, the platform and operator permitting fee amount and make any necessary adjustments to this rule to ensure the fees achieve full recovery of the City's administrative, enforcement and other regulatory costs.

In addition to the factors outlined in SMC § 8.02.090, the Department Director will consider the appropriate level of staffing needed for enforcement against illegal activity and the resources needed to issue platform and operator permits. As the actual number of platform and operator permits issued may be higher or lower than the projected numbers used to set the initial fee amounts, upon the Director's review, the permitting fee amounts may increase or decrease.

Occupancy Fees for Platforms

As a condition of permitting, each platform, as defined in **Public Rule**, will pay a quarterly fee based on the total number of nights booked for short-term rental use through the platform.

Effective January 1, 2024, the occupancy fee will be \$2 per dwelling unit for each night booked. The City bases this fee amount on its projected 2024 program revenue and expenditures costs.

The per night occupancy fees will be calculated and paid on a quarterly basis. If a platform fails to provide complete data and information as required by SMC § 8.02.090 and **Public Rule**, the Department Director may estimate, based on available data, the quarterly occupancy fee.

A platform's fee payment is due 30 calendar days after the end of each quarter. This schedule allows for a platform to submit its quarterly data report, the City to generate an invoice for the fee amount owed and the platform to remit payment. If the due date for submitting a report and payment falls upon a Saturday, Sunday or legal holiday, the filing is timely if the report is either (i) received by the City (in the City's possession), or (ii) postmarked by the United States Postal Service, on the next business day.

The occupancy fee per night booked may apply to the same dwelling unit if that unit was booked using different platforms in the same quarter. For example, if dwelling unit A is booked through platform A for five nights in the first quarter and booked through platform B for five nights in the first quarter, platforms A and B are both responsible for remitting \$10 each for dwelling unit A as part of their fee payments to the City.

The per booked night fee will apply to all dwelling units used by the operator as a short-term rental primary, secondary and any additional allowed by SMC § 8.02.090.

Occupancy fees for platforms are non-refundable and non-transferable.

Permitting Fees for Operators

As a condition of permitting and effective August 18, 2023, a short-term rental operator (or a bed and breakfast operator) will pay an initial \$200 in residential zones and \$300 in all other zone per dwelling unit, and \$100 in residential zones and \$150 for all other zones to renew annually. The fee must be paid at the time an operator submits a permit application to the City.

The City will issue an operator one permit, but the fee amount associated with that permit will be based on the number of dwelling units or portions thereof the operator chooses, and is legally permitted, to operate.

Some examples:

1. If an operator's STR consists of multiple rooms (three) in one dwelling unit in a residential zone, the initial permitting fee would be \$200, assuming the operator has no additional STRs.
2. Accessory dwelling units (ADUs) and detached accessory dwelling units (DADUs) are dwelling units separate from the primary residence. An operator using an ADU or DADU as an STR would pay \$200 (in addition to fees for any other unit(s)), assuming in a residential zone.

3. Each unit within a duplex is a separate dwelling unit and would have an initial permitting fee of \$200 per separate unit (e.g., \$200 x 2 = \$400 for a duplex) in a residential zone. If the duplex operator can legally operate an additional STR, then the license fee would increase by \$200 for that unit if in a residential zone.

Permitting fees for operators are non-refundable and non-transferable.

RULE 6: Short-term Rental Regulations and Public Disclosure.

This rule describes public disclosure requests as they apply to the City's administration of short-term rental (STR) regulations.

Background

The Public Records Act broadly defines public records as any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristic. It includes records prepared at the direction of a governmental agency or records used by an agency in connection with any governmental or proprietary function regardless of whether they are in the possession of the agency at the time a public records request is made.

General Application

If the City receives a public records request for records designated as confidential by the STR operator, bed and breakfast operator and/or STR platform that submitted those records (the submitting party), the City will notify the submitting party in writing of the request and will postpone disclosure for up to ten (10) calendar days. During that time, the STR operator, bed and breakfast operator and/or STR platform will be allowed an opportunity to obtain and serve the City with a court order to enjoin the City from releasing the records.

Third-Party Data Mining Service

To help enforce short-term regulations and ensure operator compliance, the City may use the services of a third-party data mining vendor. Such a vendor would regularly provide City staff with aggregated data and information on short-term rental and bed and breakfast listings across various STR platforms.

These aggregated data and information could include the following:

- Operator's name
- Operator's contact information (email address, phone number and mailing address)
- Property owner's name
- Property owner's contact information (email address, phone number and mailing address)
- Unit's address
- Screenshot of the unit's online listing
- Parcel number

- Land use compliance status
- Meets definition of a short-term rental (i.e., unit rents for fewer than 30 consecutive nights)
- Number of nights booked
- Booking price (weekday and weekend)
- Platform(s) on which unit is listed
- City issued license number

Data and information received from a third-party vendor are subject to public disclosure.

Audit

All records required to be maintained under SMC § 8.02.090 are subject to inspection, copying and audit by the Department of Finance and Administrative Services (FAS) Director or his or her designee, with reasonable prior notice, during regular City business hours.

Short Term Rental Public Rules are hereby ADOPTED this _____ day of _____, 2024.

Chief Financial Officer

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Discussion

Date Rec'd 12/18/2023

Clerk's File # RES 2024-0001

Renews #

Cross Ref # OPR 2024-0014

Council Meeting Date: 01/08/2024

Submitting Dept CITY COUNCIL **Project #**

Contact Name/Phone ABIGAIL X6426 **Bid #**

Contact E-Mail AMMARTIN@SPOKANECITY.ORG **Requisition #**

Agenda Item Type Resolutions

Council Sponsor(s) ZZAPPONE MCATHCART

Agenda Item Name 0320 UE 9/11 RESOLUTION APPROVING BUDGET FUNDING AGREEMENT FOR

Agenda Wording

Resolution and companion Budget Funding Agreement for use of funds from Traffic Calming Measures Fund for labor and acquisition of equipment dedicated to cleaning and plowing of bike lanes

Summary (Background)

Council and Streets Department have agreed to use of Traffic Calming funds to finance acquisition of specialized equipment in the amount of \$550,000 for sweeping and plowing of bike lanes and other infrastructure, and additional amount of \$400,000 annually in specialized personnel costs for cleaning, repairing, and maintenance of traffic calming infrastructure.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 950,000

Current Year Cost \$ 950,000

Subsequent Year(s) Cost \$ 400,000

Narrative

Project costs for labor and equipment have been identified through discussions between Streets and Council members and staff.

Amount

Budget Account

Expense \$ 950,000 # 1380-24100-94000-56401-99999

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

WRIGHT, CHRISTOPHER

Division Director

Accounting Manager

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

Additional Approvals

Distribution List

nzollinger@spokanecity.org

RESOLUTION NO. 2024-0001

A resolution regarding allocation of funds from the Traffic Calming Measures Fund for the purchase of equipment and funding of designated streets laborers to clean bike lanes and snow.

WHEREAS, the City recognizes a continued need to secure the safety of pedestrians and preservation of personal property by cleaning snow and debris from the bike lanes; and

WHEREAS, in 2010 the Council enacted SMC 07.08.148 and thereby established the "Traffic Calming Measures Fund" (the "TCM Fund"), in which revenues generated by photo-radar and photo red programs authorized under SMC 16A.64.220 and 16A.64.260 are directed to the TCM Fund and used for the purposes set forth in SMC 07.08.148; and

WHEREAS, consistent with Resolution 2017-0106, the Council historically has appropriated revenues in the TCM Fund to several purposes, including (a) capital improvements to streets and city infrastructure with demonstrated success in traffic calming; and (b) costs to administer and enforce the photo-radar and photo-red programs, including police personnel needed to meet state and local requirements for operation of the programs; and

WHEREAS, the city council wishes to develop a "Budget Funding Agreement" with the streets and planning departments regarding use of the Traffic Calming Funds; and

WHEREAS, the Spokane Streets and Planning Departments propose to use Traffic Calming Funds in 2024 to activate a dedicated group of laborers who will conduct targeted cleaning of bike lanes of snow and debris throughout the City; and

WHEREAS, to clear bike lanes of snow and debris, the projected additional need from the TCM Fund in 2024 is not to exceed \$550,000 for equipment purchase for moving and cleaning bike and pedestrian access and safety; and

WHEREAS, the City Council wishes to establish clear expectations and parameters for the use of TCM funds, including quarterly reporting of program implementation; and

WHEREAS, after extensive discussions between the administration and the City Council regarding future use of TCM Funds as part of broader discussions regarding the City's 2024 annual budget, the City Council is amenable to increasing allocations to the general fund to support traffic calming measures implemented by the Planning and Streets Department for the years 2024 and thereafter, under the terms and conditions set forth in the "Traffic Calming Funding Agreement," attached as Exhibit "A" to this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the Council hereby adopts the “Budget Funding Agreement,” attached hereto as Exhibit “A” and incorporated herein by reference, which agreement will govern the reporting, allocation and use of funds from the Traffic Calming Measures Fund by the Planning and Streets Department equipment and labor for the year 2024, and serve as a guideline for allocations from the Fund for subsequent years until and unless superseded by subsequent council action; and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that nothing in this resolution is intended to affect the allocation process for Traffic Calming Funds set forth in Resolution 2023-0057, or intended to affect or disrupt the approved neighborhood traffic calming projects set forth in Resolution 2023-0063.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

BUDGET FUNDING AGREEMENT
between
CITY COUNCIL and PUBLIC WORKS

THIS BUDGET FUNDING AGREEMENT (“Agreement”) sets forth the understanding of the City of Spokane Public Works Division (“Public Works”) and the Spokane City Council (“Council”) with respect to appropriations to Public Works from the Traffic Calming Measures Fund for the purposes of Operations and Maintenance related to traffic calming installations.

Recitals

- A. The City recognizes a continued need to maintain traffic calming infrastructure to ensure the safety of drivers, pedestrians, bicyclists and other users of the public right-of-way.
- B. In 2010 the Council enacted SMC 07.08.148 and thereby established the “Traffic Calming Measures Fund” (the “TCM Fund”). Revenue generated by photo-radar and photo red programs authorized under SMC 16A.64.220 and 16A.64.260 are directed to the Fund and used for the purposes set forth in SMC 07.08.148.
- C. Consistent with Resolution 2017-0106, the Council historically has appropriated revenue received by the TCM Fund to several purposes, including (a) capital improvements to streets and city infrastructure with demonstrated success in traffic calming; and (b) costs to administer and enforce the photo-radar and photo-red programs, including police personnel.
- D. Public Works wishes to establish a program to maintain the integrity and functional operation of traffic calming infrastructure, including sidewalks, pathways, speed humps, curb extensions, bike lanes, medians, and related infrastructure features. This program will consist of two parts: 1) making available reserve budget to fund additional maintenance staff time as needed for specialized maintenance activities related to the repair, replacement and ongoing function of traffic calming features, and 2) purchasing capital equipment necessary to accomplish the ongoing operations and maintenance activities specific to traffic calming infrastructure, including sweeping, snow-plowing and other maintenance activities such as clearing vegetation (both collectively, the “Program”) The initial program is expected to operate from January 1, 2024 until December 31, 2024.

Therefore, the Parties hereby agree as follows:

1. TRAFFIC CALMING REPORTING.

- A. The Streets Department will report quarterly to the Public Infrastructure, Environmental and Sustainability (“PIES”) Committee of the Council or

more frequently as may be practicable, the following information for each quarter:

- The number of occasions when staff was deployed for each type of maintenance activity specifically related to the maintenance of traffic calming infrastructure, including but not limited to sweeping, plowing, clearing of vegetation, and repair and reinstallation of traffic calming features such as bike lanes, striping, signage, pedestrian refuge islands, curb extensions and median barriers.
- B. The Program shall operate through December 31, 2025. Prior to expanding the program to hire additional traffic calming maintenance staff and to continue beyond fiscal year 2024, the Council and Public Works will consult regarding the efficiency and effectiveness of the maintenance activities carried out through the Program.
2. ADDITIONAL LABOR EXPENSES. Subject to the expectations set forth in this Agreement, and commencing no later than November 27, 2023, Council will appropriate an additional \$400,000 annually to cover additional labor expenses incurred by Streets Department staff specifically for specialized as-needed activities necessary for ongoing repair, replacement and maintenance of traffic calming infrastructure including but not limited to sweeping, snow plowing, bike lane and crosswalk re-striping, reinstallation of pavement symbols, clearing of vegetation, sidewalk and ramp repair, bike lane and pedestrian crossing signage repair or replacement, wayfinding signage repair or replacement, speed radar equipment repair, replacement of bollards and flexible traffic delineators, and repair of curb extensions and pedestrian refuge islands. Funds reserved in the TCM Fund for this purpose shall be available for expenses incurred by the Streets Department until exhausted.
3. TRAFFIC CALMING MAINTENANCE EQUIPMENT PURCHASE. Subject to the expectations set forth in this agreement, Council will appropriate a sum of \$550,000 from the TCM Fund to be used toward purchase of maintenance equipment to be operated by the Streets Department for sweeping and plowing infrastructure related to traffic calming including bike lanes, median refuge islands and street-adjacent separated pathways.
- A. The Streets Department will provide a report to the Traffic Calming Subcommittee of the City Council when equipment has been purchased.
- B. The Streets Department will report quarterly to the Public Infrastructure, Environmental and Sustainability (“PIES”) Committee, or more frequently as may be practicable, as to the following information for each quarter:
- The traffic calming maintenance activities completed each quarter in terms of mileage including but not limited to number

of miles swept, cleared of vegetation, and plowed, and number of locations repaired, reinstalled, or restriped.

- C. The program shall operate through December 31, 2025. Prior to expanding the program to continue beyond fiscal year 2024, the Council and Public Works will consult and determine whether to continue or expand the program.
- 4. EFFECTIVE DATE. This Budget Funding Agreement shall be effective upon the stated date of passage of a resolution passed by City Council that adopts this Agreement by reference and the corresponding signatures of the Director of Public Works and the City Council President.

Dated: _____

CITY OF SPOKANE

By: _____
Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Approved:

Director of Public Works



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Discussion

Date Rec'd

12/27/2023

Clerk's File #

RES 2024-0002

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

GIACOBBE X6715

Bid #

Contact E-Mail

GBYRD@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

0320 - 2024 COUNCIL BOARD AND COMMISSION ASSIGNMENTS

Agenda Wording

A Resolution appointing Council Members to boards and commissions for 2024.

Summary (Background)

The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards. This resolution assigns City Council members to the various boards, commissions, and committees.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

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

Committee Agenda Sheet

Urban Experience Committee

Committee Date	1-8-24
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson and Zack Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	2024 Boards and Commissions Appointments
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City Council’s rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.
*use the Fiscal Impact box below for relevant financial information	This resolution assigns City Council members to the various boards, commissions, and committees.
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>N/A</u> Current year cost: Subsequent year(s) cost:	
Narrative: <u>None</u>	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A 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

RESOLUTION NO. 2024-0002

A Resolution appointing Council Members to boards and commissions for 2024.

WHEREAS, the City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards; and

WHEREAS, the City Council by this resolution intends to assign City Council members to the various boards, commissions, and committees, to ensure that the City of Spokane is well-represented across the wide array of subject areas in which the Council works across the region and in which they interact with members of the public.

NOW THEREFORE, BE IT RESOLVED that the City Council adopts Attachment 'A' to this resolution as the assignment of Council members to the various boards, commissions and committees for 2024.

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts 2025 appointments via resolution except for the Airport Board, on which Council President Wilkerson shall serve the remainder of Lori Kinnear's term, which runs through December 31, 2025, per their bylaws, from the date of passage of this resolution.

BE IT FURTHER RESOLVED that this resolution and its accompanying attachment supersede all prior assignments of City Council members to the various boards, commissions, and committees.

Adopted by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Attachment A:
2024 Spokane City Council Board, Commission, & Committee Appointments**

Council President Pro-Tem: CM Zappone

Public Safety & Community Health Committee	Council Member(s):	Urban Experience Committee	Council Member(s):	Public Infrastructure, Environment, & Sustainability Committee	Council Member(s):	Finance & Administration Committee	Council Member(s):
Standing Committee Chair	Dillon	Standing Committee Chair	Zappone	Standing Committee Chair	Wilkerson	Standing Committee Chair	Cathcart
Vice Chairs	Wilkerson; Cathcart	Vice Chairs	Klitzke; Bingle	Vice Chairs	Bingle; Klitzke	Vice Chairs	Wilkerson; Zappone
City Divisions Associated with Standing Committee: Spokane Police Department; Spokane Fire Department; Emergency Management; Municipal Court		City Divisions Associated with Standing Committee: Neighborhood Housing & Human Services; Community & Economic Development; Parks; Library		City Divisions Associated with Standing Committee: Public Works		City Divisions Associated with Standing Committee: Finance; Human Resources; IT; City Attorney; Communications; Civil Rights, Equity & Inclusion	
Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:	
Municipal Criminal Justice Coordinating Subcommittee	Dillon	Housing Action Subcommittee	Wilkerson	Sustainability Action Subcommittee	Klitzke	ARPA Workgroup	Bingle; Zappone; Wilkerson
Ad Hoc Committee on Public Safety Levy	Wilkerson; Dillon; Bingle	Neighborhood Council Workgroup	Cathcart; Dillon; Klitzke	Traffic Calming / Photo Red Committee	Cathcart; Zappone; Dillon	Council Office Operations Workgroup	Wilkerson; Cathcart; Zappone
Internal Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:		External Boards, Committees, & Commissions:		Equity Subcommittee	
Police Advisory Committee	Dillon	CHHS Board	Dillon; Wilkerson	Airport Board	Wilkerson	Inspector General Workgroup	Cathcart; Zappone; Wilkerson
External Boards, Committees, & Commissions:		Community Assembly	Wilkerson	BROADLINC Governing Board	Cathcart	Language Access Workgroup	Cathcart; Wilkerson
C.O.P.S. (Liaison Member)	Cathcart	Comp Plan Amendments Docketing Committee	Klitzke; Bingle; Zappone	Parking Advisory Committee	Bingle; Klitzke; Dillon	Legislative Committee	Cathcart; Zappone; Dillon
		Human Rights Commission	Dillon	Salmon Restoration Lead Entity Community Advisors	Klitzke	Internal Boards, Committees, & Commissions:	
		Plan Commission	Klitzke	Spokane Regional Solid Waste Liaison Board	Klitzke	Investment Committee	Cathcart
		Plan Commission - Transportation Sub.	Klitzke	Spokane Regional Transportation Council	Klitzke; Wilkerson	SERS Board	Klitzke
		External Boards, Committees, & Commissions:		Spokane Transit Authority (all members are alternates)	Zappone; Dillon; Klitzke; Wilkerson	External Boards, Committees, & Commissions:	
		Downtown Spokane BID Board (Liaison Member)	Bingle			Aging and Long Term Care	Wilkerson
		Downtown Spokane Partnership (Liaison Member)	Bingle			Association of Washington Cities Board	Zappone
		GMA Steering Committee of Elected Officials	Cathcart; Klitzke; Dillon			Fire Pension (must include Finance Committee Chair)	Cathcart
		Library Board	Wilkerson			Lodging Tax Advisory Committee (PFD)	Wilkerson
		Park Board	Bingle			Lodging Tax Advisory Committee (1.3%)	Bingle
		Park Board Exec Committee	Bingle			Police Pension (must include Council President)	Wilkerson
		Priority Spokane	Zappone			TPA Commission/Hotel Motel Commission	Zappone
		Regional Homeless Authority	Bingle; Dillon			University District PDA	Wilkerson
		Spokane Arts	Zappone			University District Development Association	Wilkerson
						Visit Spokane	Bingle
						West Plains PDA/S3R3	Wilkerson
						Northeast PDA	Cathcart

Wilkerson	21
Zappone	14
Cathcart	13
Bingle	13
Dillon	13
Klitzke	10



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Discussion

Date Rec'd

12/22/2023

Clerk's File #

RES 2024-0003

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

GIACOBBE X6715

Bid #

Contact E-Mail

GBYRD@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

0320 - ADOPTION OF 2024 COUNCIL RULES OF PROCEDURE

Agenda Wording

Adopting various amendments to the City Council's Rules of Procedure.

Summary (Background)

Pursuant Section 9 of the City Charter and SMC 02.01.050, the city council establishes its rules of procedure. The Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis. The proposed changes affect committee agenda setting, timing and methodology for submissions of agenda items, citizen conduct, the frequency and length of Open Forum, and communications with City Legal, among other matters.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Not applicable

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	January 8, 2024
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org, (509) 625-6715
Council Sponsor(s)	<u>CP Wilkerson</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	0320- 2024 Council Rules Amendments
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Adopting various amendments to the City Council's Rules of Procedure.
*use the Fiscal Impact box below for relevant financial information	<p>The proposed changes affect committee agenda setting, timing and methodology for submissions of agenda items, citizen conduct, the frequency and length of Open Forum, and council communications with City Legal, among other matters.</p> <p>The attachment to this resolution is in progress but will be added for Council consideration before they vote on the 8th.</p>
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>No cost</u> Current year cost: Subsequent year(s) cost:	
Narrative: <u>N/A</u>	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc.? <u>N/A</u>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: <u>N/A</u>	
Operations Impacts (If N/A, please give a brief description as to why)	
<u>N/A</u>	
What impacts would the proposal have on historically excluded communities? The proposed changes to the rules, among other technical and substantive modifications, include altering the frequency and length of Open Forum at Council meetings, which are expected to increase opportunity for more diversity of speakers, many of them from historically excluded communities. Open Forum will be moved to the third Monday of the month, extended to 40 speakers, and council legislative business will be kept to consent items and appointments.	

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, no data is anticipated.

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

Council records the names, numbers and residence of speakers at Open Forum, which is currently limited to 15 speakers during each council meeting. Also, council will monitor public response to the new Open Forum format.

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 action is pursuant to Charter Section 9 and SMC 02.01.050.

RESOLUTION NO. 2024-0003

A Resolution adopting various amendments to the City Council's Rules of Procedure.

WHEREAS, pursuant Section 9 of the Spokane City Charter and Section 02.01.050 of the Spokane Municipal Code, the city council establishes its rules of procedure; and

WHEREAS, the City Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis; and

WHEREAS, the City Council intends to amend its Rules of Procedure by the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby amends its City Council Rules of Procedure by adopting the attached 2024 City Council Rules of Procedure.

Adopted by the City Council this 8th day of January, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

(Marked Version)



SPOKANE CITY COUNCIL RULES OF PROCEDURE

(2024~~3~~ revision, adopted by Resolution No. 2024~~3~~-00XX-0003 [date])

Table of Contents

RULE 1 - GENERAL PRINCIPLES	5
Rule 1.1 PURPOSE.....	5
Rule 1.2 DUTY OF MUTUAL RESPECT.....	5
Rule 1.3 DUTY OF ETHICAL CONDUCT	5
Rule 1.4 ROBERT'S RULES OF ORDER	6
Rule 1.5 AMENDMENT OF COUNCIL RULES.....	6
RULE 2 – MEETINGS	6
Rule 2.1 PLACE AND TIME OF MEETINGS.....	6
Rule 2.2 OPEN FORUM	7
Rule 2.3 ADJOURNED MEETINGS	8
Rule 2.4 SPECIAL MEETINGS	9
Rule 2.5 STUDY SESSIONS.....	10
Rule 2.6 QUORUM	10
Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS.....	10
Rule 2.8 FUNCTIONS OF MEETING AGENDA.....	11
Rule 2.9 INTRODUCTION OF ITEMS.....	11
Rule 2.10 AGENDA PROCESS.....	12
Rule 2.11 NOTICE BY AGENDA.....	15
Rule 2.12 SPECIAL MEETING NOTICES	15
Rule 2.13 THE CHAIR	15
Rule 2.14 ORDER OF BUSINESS	16
Rule 2.15 PARTICIPATION BY MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS	20
Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS	21
Rule 2.17 VOTING.....	24
Rule 2.18 SUSPENSION OF THE RULES.....	25
Rule 2.19 RECONSIDERATION	25
Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS.....	25
RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS	25
RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS	28
Rule 4.1 UPLOADING ITEMS FOR COMMITTEE AND COUNCIL CONSIDERATION	28
Rule 4.2 AMENDMENT AND SUBSTITUTION	29
Rule 4.3 SUBJECT MATTER	30
RULE 5 – PROCESSING ORDINANCES.....	30
Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING.....	31
Rule 5.2 VETO.....	31

RULE 6 – COMMITTEES	32
Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP	32
Rule 6.2 COMMITTEE PROCESS	32
Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS	35
Rule 6.4 AD HOC COMMITTEES AND WORKING GROUPS.....	35
Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS	35
RULE 7 – MISCELLANEOUS	36
Rule 7.1 COUNCIL POSITION VACANCY.....	36
Rule 7.2 COUNCIL MEMBER DISCIPLINE	37
Rule 7.3 COUNCIL STAFF	37
Rule 7.4 COUNCIL OFFICE BUDGET	37
Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION.....	37
Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES	38
Rule 7.7 CITY COUNCIL PLANNING.....	39
Rule 7.8 LEGAL INQUIRIES	39

RULE 1 - GENERAL PRINCIPLES

Rule 1.1 PURPOSE

The Spokane City Council adopts these Rules to govern the conduct of City Council business. These Rules do not confer upon any person who is not a member of the Council any right to a particular procedure, nor do they affect the validity or legality of any Council action.

Rule 1.2 DUTY OF MUTUAL RESPECT

It is the constant duty of each Council Member to treat each other, City staff, board and commission appointees, and the public with respect. Likewise, all persons who attend a Council meeting or interact with Council Members or Council staff in any type of forum or communication, regardless of the form or format, must act respectfully toward all persons and not commit "Unlawful harassment" as defined by RCW 7.105.010(36). Mutual respect includes, but is not limited to, not intentionally disclosing private information about a Council Member or staff such as personal telephone numbers or home addresses without the permission of the Council Member or staff.

Rule 1.3 DUTY OF ETHICAL CONDUCT

- A. Each Council Member must uphold the constitution, laws, and regulations of the United States of America, the State of Washington and the Charter and ordinances of the City including, without limitation, chapter 01.04A, SMC (Code of Ethics), recognizing that federal and state laws pre-empt local laws. Should a Council Member have a conflict of interest or become aware that they have or may have a conflict of interest, that Council Member shall promptly inform the Council of the conflict of interest and abstain from any Council action in connection with that matter.
- B. Confidential information.

1. No Council Member may disclose confidential information, including attorney client privileged communications information, to any person not entitled or authorized to receive the information. Notwithstanding the foregoing, the City Council may, upon the affirmative vote of five (5) Council Members taken in an open meeting, authorize the release of specific information which would otherwise be deemed confidential information, including without limitation discussions held in executive session. Disclosure of legal advice shall be pursuant to Rule 7.8 (Legal Inquiries).

2. For purposes of these rules, "confidential information" has the same meaning as the term is defined in SMC 01.04A.020(I) and SMC 01.04A.030(I)(1).

- C. No Council Member may use or authorize the use of facilities of the City, directly or indirectly, for the purpose of assisting a campaign for election of a person to an office or for the purpose of or opposition to a ballot proposition. Council Members shall comply with RCW 42.17A.555 (Use of public office or agency facilities in campaigns—Prohibition—Exceptions). Notwithstanding the foregoing, nothing in these Rules prevent any member of the public from exercising their rights to free expression by wearing clothing, buttons, or other attire which displays messages of a political nature in a Council meeting, so long as such conduct does not include the display of signs and/or disrupt the Council meeting. Further, these Rules do not prohibit the City Council, acting as a body in an open public meeting, from adopting resolutions supporting or opposing state or local ballot propositions.

Rule 1.4 ROBERT'S RULES OF ORDER

Matters of procedure not otherwise provided for herein are, insofar as practical, determined by reference to *Robert's Rules of Order*, ~~Newly revised~~Revised.

Rule 1.5 AMENDMENT OF COUNCIL RULES.

These rules may be amended at any time by resolution of the City Council. Suspension of the rules shall be pursuant Rule 2.18.

RULE 2 – MEETINGS

Rule 2.1 PLACE AND TIME OF MEETINGS

- A. As provided in SMC 02.01.010, the regular meeting of the City Council is at 3:30 p.m. every Monday in the Council Chambers. If a Monday is a City Holiday, that week's regular meeting shall be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the Council President.

- B. The 3:30 p.m. Council session is a briefing session in which the Council receives staff reports on matters of interest, committee reports, background information from staff regarding matters on the advance agenda for the next week's meeting and for that day's agenda, making any adjustments to the agenda and agreeing as to any issues of procedure for that day's meeting. Once the advance agenda has been reviewed, the City Council shall approve the agenda by motion. The Council President may call a recess after the briefing session until the 6:00 p.m. council session.

- ~~B.C. If two or more consecutive regular meetings are canceled~~If a regular meeting is canceled and there is no advance agenda to review for the next week's meeting that has been canceled, the Council President has the discretion to cancel the initial 3:30 p.m. Briefing Session due to lack of business. The 6:00 p.m. Council

session, as referenced under section ~~D-E~~ below, will be held to consider that day's agenda.

~~C-D.~~ At the conclusion of the briefing session, or at other time properly announced, the City Council may adjourn into executive session consistent with the Open Public Meetings Act ("OPMA"). Adjournment into executive session shall be by motion, which shall be adopted by a majority of council members present. Before so doing, the chair shall announce the subject matter of the executive session with as much particularity as will not frustrate the purpose of the executive session and the estimated duration of the executive session. The Council ~~President~~ determines which person(s) shall attend each executive session, absent an adopted motion by the Council determining which person(s) other than Council members and attorneys shall be permitted to attend.

~~E.~~ The 6:00 p.m. Council session is the legislative session, during which the Council may take public testimony, discuss, and take action on agenda items, and hold the open forum as provided in Rule 2.2 (Open Forum). The Council President may combine specific agenda items for purpose of public comment and voting if there is no objection by attending Council Members, and if there is an objection, by majority vote.

Rule 2.2 OPEN FORUM

~~A.~~ At 6:00 p.m. on the third Monday of each month or as alternatively scheduled by the Council President, the 6:00 p.m. legislative session, prior to the consideration of consent or legislative items, the Council shall hold a legislative session that includes an open forum unless a majority of Council Members vote otherwise.

~~B.~~ The open forum shall have ~~15-40~~ (fifteenforty) spaces of ~~two minutes~~ each available, ~~and members of the public who have not spoken during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.~~ Members of the public who did not speak at the last held open forum during that calendar month will be prioritized for spaces ahead of those who did speak during that calendar month.

~~C.~~ When held in a location outside of City Hall, legislative sessions that include an open forum may be referred to as a Town Hall meeting. At Town Hall meetings, the neighborhood council representatives of the Council District where the Town Hall meeting is being held will be given preference to speak with Council during open forum and may be allowed additional time to speak at the discretion of the chair.

~~D.~~

~~A.~~ At legislative sessions that include an open forum, the open forum will occur after Council consideration of legislative business. Insofar as practicable, the legislative agendas of these meetings should be limited to Council appointments and approval of Mayoral appointments, consent agenda items, and first reading ordinances. The Council will accept testimony on legislative items as provided in Rule 2.15 (Participation by Members of the Public in Council Meetings). The City Clerk and other staff shall not be require to remain in attendance at the Council meeting during the open forum as long as

all other council agenda items have been completed during the legislative session.

B.E. Members of the public can sign up for open forum ~~using the online testimony sign up form in the hour beginning at 9:00 a.m. on the Tuesday immediately preceding the legislative session~~ open forum.; Members of the public can also sign up for open forum ~~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 beginning at 9:00 a.m. on the Tuesday immediately preceding the open forum. Open forum sign up will end at 6:00 p.m. on the night of the open forum. Each speaker must sign themselves up for open forum~~must sign themselves using their true first and last name.~~ Members of the public who are unable to sign up during the ~~sign-up~~ 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.F. 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.

G. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. "Affairs of the City" shall include (i) matters within the legislative, fiscal or regulatory purview of the City, (ii) any ordinance, resolution or other official act adopted by the City Council, (iii) any rule adopted by the City, (iv) the delivery of City services and operation of City departments, (v), any act of members of the City Council, the Mayor or members of the administration, or (vi) any other matter deemed by the Council President to fall within the affairs of the City, which determination may be overridden by majority vote of the Council members present. 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.~~ No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the Council by emailing them at citycouncil2spokanecity.org. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings, including during open forum.

H.
D. Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings)~~(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 2.3 ADJOURNED MEETINGS

- A. At the conclusion of the legislative session, unless there is further business before the Council, the chair shall request a motion to adjourn the meeting until the next regularly scheduled Council meeting.
- B. Any meeting may be adjourned prior to the completion of the City Council's agenda to a place and time set by motion. Unless otherwise specified in the motion, the meeting will be adjourned to the place and time fixed for the next regular meeting. If a regular meeting be adjourned to a place and time specified, that adjourned meeting is a regular meeting.
- C. If at the time fixed for the beginning of any meeting, or at any time in the course of a meeting, less than a quorum be present, the Council President, or in the President's absence any member, or if there are no Council Members present then the City Clerk, shall declare the meeting adjourned to the next regular meeting.
- D. If a meeting is adjourned prior to the completion of the City Council's agenda, all matters on the agenda not disposed of shall be continued to the adjourned meeting. The City Clerk or other person designated by the Clerk shall post a written notice of adjournment conspicuously on or near the main door of the place of any meeting which has been adjourned. The notice shall be posted as soon as possible after the adjournment and shall state the fact of adjournment and the place and time to which the meeting was adjourned.
- E. ~~At 9:30~~At 10:00 p.m., absent an adopted motion to remain in session to a time certain, the Council's regular meeting shall be adjourned by motion and action shall be continued to the next Legislative Session. If testimony on an item was not completed before the meeting was adjourned, it shall be continued to the next meeting without allowing for additional members of the public to sign up or for those who were able to testify at the first meeting to give testimony again unless significant changes have been made to the item, per the discretion of the presiding Council Member.
- E.F. In the event noise, disturbance, indecorum, or other circumstances disrupt council proceedings so as to render the orderly conduct of such meeting unfeasible, or if the removal of the individual(s) causing the disruption will not restore order, the Council President or presiding council member may request a motion to adjourn the meeting either to the next regularly scheduled council meeting or to an alternate place and time set by motion. Absent adoption of such a motion by a majority of council members present, the meeting shall continue, subject to the chair's discretion to remove disruptive individuals under Rule 2.13 (The Chair).

Rule 2.4 SPECIAL MEETINGS

Special meetings may be called by the city clerk on the written request of the mayor, council president, or, if by council members, A special meeting may be called by the Council President or by passage of a motion made during a regular meeting. All such special meetings shall be noticed in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these Rules.

Rule 2.5 STUDY SESSIONS

A regular study session of the City Council is held every Thursday at 11:00 a.m. for receiving information on staff matters, staff briefings, and discussion among Council Members on issues of public concern. Study sessions are held in a workshop format, with no public hearing, no Council action to dispose of any item unless the study session was noticed as a special meeting in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules. A quorum of the Council is not necessary in order to proceed with a study session. Additional study sessions may be scheduled at the discretion of the Council President or by a vote of the majority of Council Members present at a public meeting of the Council.

Rule 2.6 QUORUM

A quorum is four (4) or more Council Members present and qualified to act unless a particular action requires the affirmative vote of more than four. The quorum for the adoption of an ordinance making an emergency expenditure as provided in RCW _35.33.081 and 35.33.091, adoption of an ordinance effective immediately under subsection 19(a)(1) of the Charter, and override of a veto as provided in subsection 16(b) is five (5).

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.
- C. When it is not obvious what service an animal provides, City staff may only inquire (1) whether the dog is a service animal required because of a disability, and (2)

what work or task has the dog been trained to perform. City Staff shall not ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.

- D. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- E. A person with a disability cannot be asked to remove their service animal from the premises unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When one of these situations exists, City staff shall offer the person with the disability the opportunity to be present at the City Council meeting without the animal's presence.
- F. No person with a disability who uses a service animal will be isolated from other people or treated less favorably than another person in the conduct of a City Council meeting.
- G. City staff shall not be required to provide care or food for a service animal at a City Council meeting.

Rule 2.8 FUNCTIONS OF MEETING AGENDA

The agenda serves to introduce items to the Council, to establish the order of business and to give notice to the public. The notice of a special meeting is the agenda for such meeting.

Rule 2.9 INTRODUCTION OF ITEMS

- A. ~~Resolutions and ordinances~~Legislation shall only be placed on a regular legislative meeting agenda by the Council President or any Council Member, through the process established in Rule 2.10 (Agenda Process), except as otherwise provided by Rule 2.18 (Suspension of Rules). No resolution or ordinance may ~~be filed in OnBase~~appear for consideration on ~~the a~~ legislative agenda for consideration by the full Council unless it has first been presented in a committee or study session and is ~~recommended-sponsored~~ by at least two ~~committee~~council members, one of which must be an executive committee member of the standing committee on which the item appeared for consideration by the full Council. Items for which six (6) months have elapsed ~~between since~~ the discussion of the item at a committee meeting ~~and the filing of the item in OnBase~~ should be returned to committee for an additional discussion before ~~filing~~appearing for consideration on the legislative agenda. Items that need consideration on a compressed timeline due to an

Commented [MP1]: Is there a process for the full council to overturn the decision of the executive committee member to not sponsor an agenda item. It seems that the executive committee member has the ability to block an agenda item.

unforeseen urgency or emergency may be ~~filed in~~added to an advance legislative agenda ~~OnBase~~ prior to being presented at a committee or study session with prior written permission from both the Council sponsor(s) and the Council President.

B. Regular meeting agendas are prepared by the City Clerk in the manner and format prescribed by the City Council and consistent with administrative policies and procedures and these Rules.

B.C. The term "legislation" in these rules means any ordinance, resolution, or contract approval. Legislation does not include a "special consideration," which is any item other than ordinance, resolution, or contract approval, and may include, but is not limited to, council letters to outside agencies and special acknowledgements ~~, and statements on a proposed ballot measure.~~

Rule 2.10 AGENDA PROCESS

A. The process of submitting agenda items and preparing the agenda for all Council meetings shall be consistent with these Rules and any administrative policies and procedures governing Council meetings and agenda items. In a conflict between these Rules and an administrative policy and procedure, these Rules shall control.

B. ~~An agenda item is submitted using the agenda sheet presented to the City Clerk and in the template provided for in the exhibit to these Rules.~~ No agenda item, except for weekly reports of the mayor of pending claims and payments, payroll claims, ~~and~~ Board/Commission/Committee appointments, and letters appearing under special considerations may be submittedappear on a legislative agenda ~~OnBase~~ without first appearing on a standing committee agenda, except as otherwise provided in Rule 2.9 (Introduction of Items).

C. Agenda items submitted to a standing committee's preliminary agenda by administration staff must be submitted to the standing committee associated with the Division from which the agenda item originates, as illustrated in Attachment XXX.

D. Agenda items submitted to a standing committee's preliminary agenda by council members should be submitted to the standing committee most closely associated with the subject matter of the item. Agenda items submitted by council members can be submitted to a standing committee unrelated to the subject matter of the item with the permission of the chair of the committee to which the item is being proposed.

E. Proposed agenda items are added to a final committee agenda after first securing written confirmation from a Council Member at least one executive committee member of the relevant standing committee that they will sponsor the item.

F. To move out of a standing committee and onto a legislative agenda, Resolutions

and Ordinances must secure two (2) Council sponsors, one of which must be an executive committee member of the standing committee on which the item appears, prior to being submitted to OnBase. Items impacting a specific Council working group or subcommittee must be sponsored by a majority of the Council Members who serve on that working group or subcommittee unless permission is granted by the Council President or approved by a majority of Council Members.

G. The timeline for formalizing standing committee meeting agendas follows the following process:

1. No later than 5:00 p.m. on the Thursday occurring 11 calendar days before the desired committee meeting, suggested agenda items and briefing papers (for both consent and discussion items) shall be uploaded into OnBase.
 - a. At that time, both the agenda sheet and the briefing paper template should be filled out and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.
 - b. Agenda items that require no discussion at committee meetings (consent items) can be placed on any committee's agenda.
 - c. Supporting attachments, including ordinances, resolutions and contracts, are due at this time except with express permission by the committee chair.
2. By 9:00 a.m. on the Friday occurring 10 calendar days before the desired committee meeting, items submitted into OnBase must receive all OnBase approvals and arrive in the committee queue. Items that do not receive all OnBase approvals by the above deadline may be added to both the preliminary and final committee agenda at the discretion of the committee chair or their designee.
3. Items originating from the Council office are not required to gain administration OnBase approvals to be added to both a preliminary and final committee agenda.
4. By close of business on the Friday occurring 10 calendar days before the committee meeting, the preliminary agenda should be sent out to all Council Members for review.
5. No later than 10:00 a.m. on the Wednesday immediately preceding the committee meeting, Council Member requests for additional information on any agenda item are due.

6. At any time between the distribution of the preliminary agenda and close of business on the Friday immediately preceding the standing committee meeting the executive committee members and administrative leads should meet at least once to create and/or finalize the agenda.
7. To be included on a committee's final agenda, the item must be sponsored by at least one executive committee member of the standing committee on which the item is to appear. If the item is submitted in compliance with the above committee deadlines and is sponsored by at least one executive committee member, it shall appear on the committee's final agenda.
8. After the final agenda is created, the administrative staff circulates the final agenda by close of business on the Friday immediately preceding the committee meeting.
9. Any deviation from the timeline for submitting agenda items (accepting agenda items past the deadlines for example), must be approved by the committee chair or their designee.
10. All committee agenda items must have at least one executive committee member identified as a sponsor of the item before being placed on a final committee agenda. Resolutions and Ordinances being placed on the consent portion of a final committee agenda must have at least two council members identified as sponsors when submitted, one of which must be an executive committee member of the standing committee on which the item appears. If staff need help identifying a sponsor, they should consult with the committee chair, vice chairs or their legislative assistants.
11. Resolutions and Ordinances must secure sponsorship from 2 (two) council members, one of which must be an executive committee member of the standing committee on which the item appears, in order to move forward onto a legislative agenda.

B-H. Every agenda item shall be accompanied by a completed briefing paper in the format provided by the Council office. The presiding officer of the committee or Council President, as the case may be, may exclude an agenda item for consideration if the briefing paper lacks relevant and material information.

C-I. The wording for the agenda item and the relevant information placed on the agenda sheet are to be provided by the person submitting the item. Plain language shall be used to accurately describe the item with the goal of making the item easily understood by the public. The Council President or their designee shall decide any disputes over wording unless verbiage is determined by a majority vote of the

Council. The City Clerk and City Attorney's office staff may edit agenda items for grammatical or typographical errors.

~~D.J.~~ Each Council Member shall have the continuing duty to be familiar with all agenda items and all accompanying information.

Rule 2.11 NOTICE BY AGENDA

Except as provided below, the agenda is the only required meeting notice.

Rule 2.12 SPECIAL MEETING NOTICES

Notice of every special meeting shall be given in writing to every Council Member, Council staff, the Mayor, the City Attorney, and to all parties who have on file with the City Clerk a request for such notices. The notice shall be delivered personally, electronically, by mail, by facsimile or otherwise, so as to be received at least 24 hours before the meeting or as otherwise provided for in RCW 42.30.080. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice, ~~except when such matter has been added to the agenda by motion to suspend these rules and subsequent motion to add the matter to the agenda.~~ Notices of special meetings are prepared by the City Council Office staff and issued by the City Clerk's office. Submission of legislative items for consideration at a special session need not conform to Rule 2.9 (Introduction of Items).

Rule 2.13 THE CHAIR

- A. The Council President, or in their absence or incapacity, the Council Member selected by the Council to serve as Council President *pro tem* pursuant to SMC 03.01.120(A) (each of whom is referred to in these Rules as "the chair") shall preside over meetings of the Council and cause the business of the Council to be transacted in accordance with these rules. The presiding officer may yield the chair to another Council Member to conduct a portion of the meeting. If the Council President *pro tem* is unavailable, the Council Member with seniority of tenure on the Council shall preside.
- B. The chair shall determine all questions of parliamentary procedure, subject to appeal as provided in this Rule 2.13(B), but shall liberally grant leave to the City Council's Policy Advisor and/or ~~a city attorney an Assistant City Attorney~~ to speak to the question. A ruling of the chair can be appealed, before the ruling is acted on, by any Council Member's announcement of an appeal, which appeal is perfected by receiving a second. The chair shall then state the question in terms of upholding the ruling and may state the reasons for the ruling. Then the member appealing has the floor to open debate on the appeal. Upon the close of debate, the Council shall vote on the appeal.

- C. The chair may not make a motion. The chair may second a motion only if there is no other second and only for the purposes of discussion. The chair may vote as any other Council Member.
- D. The chair has the authority to recess a meeting in the appropriate circumstances, including The chair has the authority to recess, or adjourn and reconvene at another location, any meeting when noise, disturbance, indecorum, or other circumstances warrant a recess. In the event disturbance, indecorum, or other circumstances disrupt council meeting, the chair may request a motion to adjourn pursuant Rule 2.3 (Adjourned Meetings) or adjournment to enable the Council to conduct its meeting in an appropriate manner unless a majority of the Council votes to continue the meeting in progress as is. The chair may direct any person or persons disrupting the meeting to be removed from the chambers or to otherwise eliminate a source of disruption. In administering this rule tThe chair will be guided by the Council's intent to support robust public, peaceful participation by the public ~~without inappropriate disruption.~~
- E. The chair has the authority to recess a meeting or call for adjournment as provided in these rules in the appropriate circumstances.

Rule 2.14 ORDER OF BUSINESS

A. Briefing Session.

The regular order of business in a briefing session is as follows. The meeting chair may make adjustments to the order of business as needed. In the event of a double Briefing Session, where both the Current and Advanced Agendas are to be briefed due to a meeting cancellation the previous week, the Current Agenda will generally be briefed first in order to ensure that the agenda is approved and amendments occur with time for staff to prepare for the public testimony sign in period.

1. Roll call;
2. Council or staff reports of matters of interest;
3. Staff or Council Member briefings regarding matters on the advance agenda;
4. Discussion of and any adjustments to the advance agenda for the following week's meeting;
5. Approval by motion of the advance agenda;
6. Any new background by staff or Council Members for items on the current agenda; and
7. Discussion of and any adjustments to the current agenda.

B. Executive Session.

The business of an executive session is determined case by case within the restrictions of the OPMA and other provisions of state law. The meeting minutes shall record the announced purpose of the executive session.

C. Legislative Session.

The regular order of business in a legislative session (without an open forum) is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Pledge of Allegiance;
2. Words of inspiration and special introductions;
3. Roll call to establish the presence of a quorum;
- ~~4. Council and committee reports;~~
- ~~5.4.~~ Reading of proclamations and salutations;
- ~~6.5.~~ Reports from ~~Neighborhood Councils and/or other City-sponsored~~ community organizations;
- ~~7.6.~~ Announcement of adjustments to the agenda;
- ~~8.7.~~ Council appointments and approval of Mayoral appointments;
- ~~9. Administrative reports;~~
- ~~10. Open Forum;~~
- ~~11.8.~~ Reading of consent agenda items by the Clerk;
 - a. Testimony from members of the public concerning the consent agenda;
 - b. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - c. Action on the consent agenda;
- ~~12.9.~~ Reading of each agenda item by the Clerk;
 - a. Report by staff and questions to staff;

- b. Testimony from members of the public concerning the agenda item;
- c. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and
- d. Vote.

13-10. Adjournment.

D. Legislative Session with Open Forum.

The regular order of business in a legislative session with an open forum is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

- 1. Pledge of Allegiance;
- 2. Words of inspiration and special introductions;
- 3. Roll call to establish the presence of a quorum;
- 4. Announcement of adjustments to the agenda;
- 5. Council appointments and approval of Mayoral appointments;
- 6. Reading of consent agenda items by the Clerk;
 - i. Testimony from members of the public concerning the consent agenda;
 - ii. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - iii. Action on the consent agenda;
- 7. Reading of each agenda item by the Clerk;
 - i. Report by staff and questions to staff;
 - ii. Testimony from members of the public concerning the agenda item;
 - iii. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and

iv. Vote.

8. Open Forum

9. Adjournment.

E. Town Hall Legislative Session with Open Forum.

Town Hall legislative sessions should be held at least once a year in each Council district. These meetings offer a time for Council to hear from residents and neighborhood councils at a meeting held outside of City Hall. The neighborhood council representatives of the Council District where the Town Hall is being held will be given preference to speak with Council during the open forum part of these meetings.

1. Pledge of Allegiance;

2. Words of inspiration and special introductions;

3. Roll call to establish the presence of a quorum;

4. Announcement of adjustments to the agenda;

5. Council appointments and approval of Mayoral appointments;

6. Reading of consent agenda items by the Clerk;

i. Testimony from members of the public concerning the consent agenda;

ii. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;

iii. Action on the consent agenda;

7. Reading of each agenda item by the Clerk;

i. Report by staff and questions to staff;

ii. Testimony from members of the public concerning the agenda item;

iii. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and

iv. Vote.

8. Open Forum

9. Adjournment.

F.

D.G. Items shall be acted upon in the order in which they appear on the agenda; provided, items may be taken out of order, combined, or separated at the chair's discretion, absent the objection of a majority of the Council. Items on the agenda may be grouped under various headings or sections and entire sections may be read and acted upon at one time at the discretion of the chair absent the objection of a majority of the Council.

H. All City Council appointments or Mayoral appointments which require City Council approval shall be announced and voted upon by motion during the legislative session; provided, that the confirmation of mayoral nominations of department heads, the City Clerk, and the City Attorney, pursuant to Section 24 of the City Charter, shall be by resolution.

E.

Rule 2.15 PARTICIPATION BY 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. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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 or city officials (including members of city boards and commissions) 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 Rrevised, shall extend to all speakers before the City Council. The City Council's Policy Advisor Director of Policy and Government Relations and/or a city attorney 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 mMeetings

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

- 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-online~~ testimony sign up 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 The chair, absent~~ a majority vote of the Council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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, special considerations, 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.

F.G. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the Council by emailing them at citycouncil2spokanecity.org.

G.H. In addition to in-person or remote verbal testimony, Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

Rule 2.17 VOTING

A. Except where a majority plus one vote is required, (e.g., Charter section 19, RCW 35.33.081), and unless otherwise provided herein, all motions, ~~except a motion to adjourn (which passes by a majority of votes cast), to carry~~ must receive at least four (4) affirmative votes to pass.

B. If a motion receives a majority of favorable votes, but less than four, and if further voting cannot produce four votes for any motion, either:

1. The matter will be continued, or
2. if it appears that because of disqualification or other reason the Council will not obtain four votes for any motion to dispose of the matter, it shall be declared that no action was taken, and the status quo shall prevail.

C. Upon a tie vote, the status quo prevails and on the matter upon which the vote was cast.

D. The votes on any ordinance or formal resolution shall be individually taken and recorded. As to any other matter (such as motions), voting shall be by voice vote unless a member requests, prior to action on the next item of business, a roll call vote. Unless otherwise required due to the technical limitations of the specific meeting method or forum, the alternative to voice vote shall be the electronic voting tally system currently in use in the Council Chambers.

E. In all cases of voting by other than voice vote, the City Clerk shall record the names of those voting on each side of the question and of those abstaining. In cases of voice vote, it shall be sufficient for the chair to announce, and the record to reflect, whether the motion carried or failed. Regardless of method of voting, each Council Member shall have the right to explain the reasons for their vote and such a request

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

shall be regarded as a point of personal privilege.

- F. A Council Member may abstain from voting on any matter before the Council if they have a direct personal or financial interest in the matter before the Council which is not held in common with other members of the Council. In order to abstain from voting, a Council Member must describe to the Council President the basis for the abstention in an open public meeting prior to the vote.

Rule 2.18 SUSPENSION OF THE RULES

These Rules may be temporarily suspended for a particular matter or meeting by the affirmative vote of ~~a majority plus one of the five~~ Council Members ~~present at the meeting~~. Motions to suspend the rules must specify the general purpose of the suspension (e.g., "Motion to suspend the rules for the purpose of adding three items to the agenda"). A motion to suspend the rules does not relieve a council member from making a separate motion on the question that prompted suspension of the rules. By way of illustration, a motion to suspend the rules to "add three agenda items" still requires a separate and subsequent motion to add the three items to the agenda.

Rule 2.19 RECONSIDERATION

All legislative decisions of the City Council, including consent items, ordinances, resolutions, and hearing items are final, except that a Council Member on the prevailing side of a vote or who ~~were~~ was absent for the vote may resubmit that item for reconsideration within 15 days of Council consideration or prior to the Mayor's action on an ordinance, whichever occurs first. Nothing in this rule shall be deemed to prevent a. Any Council Member from otherwise submitting may submit an ordinance or resolution to repeal or modify a prior City Council action so long as such repeal or modification provided they take the new item is added to the committee and Council agenda through the proper processes as provided as laid out in these rRules.

Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS

- A. A Council Member may participate telephonically and/or virtually in all or part of a Council meeting if:
 1. Prior approval is given by the Council President for good cause, whose approval shall not be unreasonably withheld;
 2. All persons participating in the meeting, including the public, are able to hear each other at the same time, such as by the use of a speaker phone; and
 3. The Council Member participating remotely shall have reviewed all of the applicable material and participated in the relevant portion of the Council meeting related to the topic to which the Council Member is voting on.

- B. Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately communicating with one another will negate any authorization previously given by the Council President.

RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS

- A. Adjudicative hearings are quasi-judicial hearings involving named parties. Testimony during adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings. Where procedures for appeals and hearings have been established by ordinance, the Council shall follow those procedures. If a conflict arises between the ordinance and Council rules, the ordinance shall prevail. Where there are no established procedures for an adjudicative appeal or hearing, the Council shall implement the following procedure.
- B. No person shall be allowed to discuss any matter pending hearing with any member or members of the Council except in the Council Chambers in the regular course of a Council meeting. Each Council Member shall vigorously strive to avoid any outside communication from anyone in any form concerning a matter pending hearing or decision. If an outside contact cannot be avoided, the Council Member shall immediately make a note of the contact and shall at the beginning of the Council's hearing on the matter announce the fact of the contact, the identity of the person, and the substance of the communication. If the communication be in written form, the Council Member shall as soon as possible file it with the City Clerk.
- C. When the Council's discussion and vote on a hearing item is at a meeting other than the hearing, it shall be the obligation of every Council Member participating in the action to be familiar with the facts in order to reach an informed, independent judgment. When a member discussing or voting on the matter was not present at the hearing, that member will have familiarized themselves with the hearing item based upon any audio or video recording of the hearing and all documents contained in the record. A Council Member shall not be briefed by anyone except in an open meeting.
- D. Council Members shall disqualify themselves from participating in a hearing whenever bias, interest, or other influences will prevent or appear to prevent them from exercising fair-minded, independent judgment on the facts and established policy. Disqualifying influences include prejudgment of the issues that cannot be swayed by the facts in evidence, a partiality or personal bias for or against a party, and a personal pecuniary interest in the subject matter. Examples of disqualifying bias include a close personal, family, or business relationship with a party, ownership of property the value of which might be affected by the decision, and a business or personal financial situation that might be affected by the decision.

- E. Should a Council Member be aware of circumstances which might appear to disqualify them, they can either disqualify themselves or explain the circumstances before the hearing and let the rest of the Council, by majority vote, decide whether they can participate. Should the Council be aware of circumstances which might appear to disqualify a member, the Council may, by majority vote, disqualify the member. The Council's discussion concerning disqualification of a member may occur in executive session. A disqualified member shall be absent from the dais during the hearing and during discussion and voting.
- F. In all adjudicatory appeals and hearings, Council Members are acting in their quasi-judicial capacity and shall comply with all applicable provisions of state law including the appearance of fairness doctrine (Chapter 42.36 RCW) and the code of ethics for municipal officers in contract interests (Chapter 42.23 RCW).
- G. Adjudicatory Appeal Hearing Procedures.

At the hearing on the appeal, the following rules apply:

1. Oral argument on appeal is limited to parties of record.
2. Oral argument on appeal is limited to thirty minutes per side. If there is more than one appellant or more than one person wishing to present oral argument on appeal, the total time allowed to all such persons is thirty minutes. Any time reserved for rebuttal or surrebuttal is deducted from the time allowed for opening argument. Time taken to respond to questions from the City Council is not deducted from the time allowed for argument.
3. Argument is presented first by the appellant in support of the appeal followed by the respondent in opposition to the appeal.
4. No new evidence may be presented during oral argument. Matters found by the hearing officer or body to be facts in the record are presumed to be true and accurate. Oral argument is limited to stating why the record does or does not support the decision.
5. The City Council may not consider any new facts or evidence on appeal. The City Council's review of appeals is limited to the record prepared by the hearing officer or body, including the verbatim transcript of the hearing, the written appeal, memoranda submitted, and, if permitted, oral arguments presented in accordance with the requirements of this section. Closed record appeals before the City Council must be concluded within 90 days of the date the appeal is filed unless all parties agree to a longer period.
6. Supplemental documents.
 - a. The parties to the appeal may file memoranda regarding the appeal. Such

memoranda must be filed by the agenda deadline for the meeting preceding the meeting set for consideration of the appeal.

- b. Any replies to the memoranda must be filed by the agenda deadline for the meeting set for consideration of the appeal.
- c. The City Clerk distributes such memoranda and responsive documents to all parties to the appeal, the City Council, the City Attorney, the Planning Director, and the Hearing Examiner.
- d. Neither memoranda nor responses may contain any new facts or evidence or discuss matters outside the record. They are limited to stating why the record does or does not support the decision.

H. The City Council may supplement these rules in a case-by-case situation in order to provide due process to all participants in a hearing.

RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS

Rule 4.1 FILING/UPLOADING ITEMS FOR COMMITTEE AND COUNCIL CONSIDERATION

A. All agenda items, including ordinances and resolutions shall be uploaded into OnBase no later than 5:00 p.m. on the Thursday occurring 11 calendar days before the desired committee meeting. All items that have been submitted into OnBase must receive all OnBase approvals required to arrive in the committee queue by 9:00 a.m. on the Friday occurring 10 calendar days before the desired committee meeting, filed with the Clerk by the advance agenda (Wednesday at 10:00 a.m.) deadline. Items that do not get through OnBase approvals arrive in the committee queue by 9:00 a.m. on Wednesday-Friday will may not be added to the draft agenda/preliminary committee agenda when it is released that evening and will automatically be pushed to the next available agenda. If an item is expected to be late and is emergency in nature, prior written approval must be obtained from the Council President/committee chair or their designee for the item to be added to the requested committee's agenda. Items that do not receive all OnBase approvals required may be added to a committee agenda at the discretion of the committee chair or their designee.

B. Copies of ordinances and resolutions submitted by the advance agenda deadline shall be included in the Council's packet which will be made available by the second Friday preceding the meeting for which the ordinance is on the agenda. In any event, an After presentation at committee, so long as council sponsorship requirements are met as provided in Rule 2.10 (Agenda Process), the Council Office Director, or their designee, will approve items to move forward to the Clerk for consideration at a future Council legislative session. All items, whether discussion or consent, will remain in the Council queue and will not advance toward a legislative agenda until having gone through committee

unless granted permission to be considered on a compressed timeline as established in Rule 2.9 (Introduction of Items).

C. To accommodate narrow construction windows, engineering construction contract briefing papers may be submitted to committee prior to bid opening as long as the item includes the engineer's cost estimate and estimated construction timeline. When final construction contract information is received, these items may be re-submitted to the Council Office Director, or their designee, for submission to the Clerk for consideration at a future Council legislative session.

A.D. An ordinance or resolution must have been filed with the Clerk prior to the meeting of which it is an agenda item. No ordinance or resolution, except emergency measures, shall be passed until it has been on file with the Clerk for at least three (3) business days, including the day of the Council meeting.

B.E. If an ordinance or resolution has not been on file with the Clerk for at least three (3) business days, its reading shall be a reading in full. If an ordinance or formal resolution has been so pre-filed, it shall be sufficient reading to read its title or a summary.

C.F. Each ordinance or resolution shall have a succinct, plain-language title and summary which briefly describes its purpose and effect. The agenda sheet for every item shall, when filing the same with the City Clerk, specify the committee of origin for the ordinance or resolution and the names of the Council Members who are sponsoring the ordinance or resolution. Subject to Rule 2.18 (Suspension of Rules), every ordinance or resolution must be first presented in a committee before it may appear on the Council's agenda for first reading (for ordinances) or for Council consideration (for resolutions).

D.G. Each ordinance or resolution which would have an impact on the fiscal condition of the City must note that fact on the agenda sheet and be accompanied by a brief description of the fiscal impact of the ordinance or resolution on the current year's budget.

Commented [VR2]: CM Bingle: Strengthen fiscal impact description

Rule 4.2 AMENDMENT AND SUBSTITUTION

A. "Amendment" of legislation pertains only to legislation on the agenda and occurs at the time proposed legislation is under debate by the Council, and may be offered by motion by any Council member. "Substitution" of legislation occurs prior to debate of proposed legislation and may only be made by sponsors of the ordinance or resolution. Amendments and substitutions are permitted only as provided in this Rule 4.2.

B. Every proposed amendment shall be in writing and circulated to the City Clerk and City Council members and staff prior to 10:00 a.m. on the Friday immediately preceding Council consideration; provided, amendments making clerical or technical corrections may be articulated orally during debate.

C. Proposed amendments shall be included in the current agenda packet for the benefit of public review and Council consideration and shall be identified by the Council Member proposing them (e.g., "The Council Member [LAST NAME] Amendment to ORD CXXXXX").

D. A substitution of all or a portion of the wording of an ordinance or resolution which is to be listed on an advance Council agenda may be submitted by the majority of sponsors of the ordinance or resolution without Council approval, so long as the substitution is in writing and circulated to all Council Members and the City Clerk by no later than 10:00 a.m. on the Friday immediately preceding the meeting at which the ordinance or resolution is to appear on an advance agenda.

E. Any motion to amend an ordinance or resolution shall require four (4) affirmative votes to pass. Any motion to suspend the requirements in this Rule 4.2 shall require five (5) affirmative votes to pass.

F. Amendments and substitute versions not filed with the City Clerk at least three days before the meeting shall, whenever reasonably possible, shall be posted for public viewing on the City Council Facebook page or other similar channels so that interested members of the public may review during Council's consideration of the matter.

A. _____

~~B. Only the Council Members who are the sponsors of the ordinance or resolution may, jointly and absent objection, amend or substitute a revised version of the ordinance or resolution for the one in the agenda packet between readings before the 5:00 p.m. on the Thursday before the Monday on which item appears on the current agenda or between meetings when the differences between the two versions are, in the opinion of the sponsors, minor. If a Council Member objects to the amendment or substitution, then such amendment or substitution may only be accomplished by adoption of a motion of the Council. If the amended or substituted ordinance or formal resolution makes a significant substantive change from the earlier version, the amendment or substitution shall be done only by motion of the Council.~~

~~C.G. _____ The deletion of an emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. The addition of an emergency clause requires the ordinance to be deferred to allow public hearing.~~

~~D. The two Council sponsors (or a majority of the sponsors if there are more than two) may substitute a new version of their ordinance or resolution prior to the first reading of an ordinance or the day upon which a resolution, emergency ordinance or special budget resolution will be voted upon when there was no first reading.~~

Rule 4.3 SUBJECT MATTER

The Council shall not consider or pass any ordinance or resolution the subject matter of which is not directly related to local affairs or municipal business or if action by the City Council does not result in the adoption of a new or amendment to an existing ordinance or resolution or affect any City policy or practice.

RULE 5 – PROCESSING ORDINANCES

Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING

- A. An ordinance passed by the City Council shall, within five (5) days thereafter, be presented to the Mayor.
- B. An ordinance:
 - 1. Making the annual tax levy,
 - 2. Adopting the original annual budget,
 - 3. Making appropriations,
 - 4. Implementing a local improvement district or confirming the assessments therefor,
 - 5. Which is an emergency or special budget ordinance,
 - 6. Which is an emergency ordinance, or
 - 7. Which has been approved by the electors by referendum or initiative

shall become effective immediately upon passage.

- C. Ordinances signed by the Mayor, and the approved parts of ordinances that have been partially vetoed, will thereupon be filed with the Clerk for recording and publication if not already published.
- D. Ordinances not signed by the Mayor after ten (10) days will be filed with the Clerk for signature, recording and publication as necessary.

Rule 5.2 VETO

If, within ten (10) days of presentment, the Mayor vetoes an ordinance or part of an ordinance, the ordinance or part thereof, along with the veto message (if any), is returned to the City Council, which shall provide a copy to the City Clerk. The City Clerk shall schedule the matter for reconsideration for the next available Council meeting, if

requested by a City Council Member. If, within thirty (30) days of the Mayor's veto or partial veto, the City Council overrides the veto, the ordinance shall be considered enacted on the date that the override occurs and shall take effect 30 days after enactment. Such ordinance will be signed by the Council President, Council President Pro Tem, or two Council Members and filed with the City Clerk for publication and recording. Any ordinance vetoed by the Mayor, and for which no veto override has been passed by the Council, may be resubmitted for Council approval as provided in Rule 2.19 (Reconsideration).

RULE 6 – COMMITTEES

Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP

A. There shall be four (4) standing committees, as follows:

1. Public Safety and Community Health;

~~2. Finance and Administration;~~

3. Urban Experience;

~~4. Public Infrastructure, Environment and Sustainability;~~

~~4.5. Finance and Administration.;~~

B. All Council Members shall be members of each standing committee. Standing committee meetings shall be noticed as meetings of the Council where no legislative action shall occur.

C. The Council President shall chair each study session, Briefing Session and Legislative Session of the City Council. All committee chairs and vice-chairs shall be determined by majority vote of the Council and shall preside over the meetings of their respective committees.

D. Each standing committee shall have an executive committee comprised of three council members: the committee chair and the two (2) vice chairs. The Council shall confirm executive members of each the standing committee membership and leadership by resolution adopted no later than the second meeting in January of each year or as soon thereafter as possible.

Rule 6.2 COMMITTEE PROCESS

A. The purposes of standing committee meetings are first to provide Council Members an opportunity to discuss potential legislation publicly and second to provide the city administration and city staff an opportunity to update Council Members regarding department programs, plans, and other administrative

activities and future City Council administrative items, to brief the Council on future legislative agenda items, and to discuss strategic initiatives with the City administration and measuring progress of these initiatives. Legislative agenda items should be in final or close to final draft form at the committee presentation. Council Members should also utilize standing committees to update each other on their board, committee, and commission assignments.

- B. All standing committees shall be video recorded and open to the public using the appropriate method (i.e., webcasting or streaming when physical presence is not possible due to law or regulation) except during such time as the committee is in executive session consistent with the OPMA. No public testimony is taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff and other individuals recognized by the committee. Upon motion of the City Council, a standing committee meeting may be conducted as a meeting of the full City Council, in which case, a special meeting notice shall be issued, and the meeting shall be conducted in a study session format. Administrative support for each committee will be provided by Council office staff.
- C. Each committee shall meet monthly at 1:15 p.m. in the Council Chambers, except where cancelled or rescheduled to a different time at the discretion of the chair, in the following order:
1. Public Safety and Community Health: First Monday of each month
 2. Urban Experience: Second Monday of each month
 3. Public Infrastructure, Environment, and Sustainability~~Finance and Administration~~: Third Monday of each month
 4. Public Infrastructure, Environment, and Sustainability~~Finance and Administration~~: Fourth Monday of each month
 5. If there is a fifth Monday in a month, that date is reserved for an additional study session if needed and as convened by the Council President.
 6. If a committee meeting falls on a scheduled City Holiday, the meeting will be canceled unless there is an available Monday without a scheduled committee that it can be rescheduled to.

D. Committee meeting agenda are formalized pursuant to Rule 2.10 (Agenda Process).

~~D. Committee meeting agendas are formalized under the following process:~~

- ~~1. Three Wednesdays prior to the scheduled committee meeting, the~~

committee's administrative staff will circulate a request for agenda items.

2. ~~No later than 5:00 p.m. on the Wednesday occurring 12 days before the committee meeting, suggested agenda items and briefing papers (for both consent and discussion items) are due to be submitted to the administrative staff who circulated the request for agenda items.
 - a. ~~At that time, the briefing paper template should be filled out and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.~~
 - b. ~~Agenda items that require no discussion at committee meetings (consent items) can be placed on any committee's agenda.~~
 - c. ~~Supporting attachments, including ordinances, resolutions and contracts, are due at this time except with express permission by the committee chair.~~~~
3. ~~By the Friday occurring 10 days before the committee meeting, the preliminary agenda, with briefing papers, is to be sent out to all Council Members for review.~~
4. ~~No later than 10:00 a.m. on the Wednesday occurring 1 week before the committee meeting, Council Member requests for additional information on any agenda item are due.~~
5. ~~At any time after briefing papers are submitted, the committee chair, vice chair and administrative leads should meet at least once to create and/or finalize the agenda.~~
6. ~~The Wednesday at 5:00 p.m. prior to the committee meeting is the deadline for all supporting documents for briefing papers and addenda, if any, for discussion items.~~
7. ~~After the final agenda is approved by the chair, the administrative staff circulates the final agenda by 5:00 p.m. on the Thursday prior to the committee meeting.~~
8. ~~Any deviation from the schedule above (accepting briefing papers past the deadlines for example), must be approved by the committee chair.~~
9. ~~All committee agenda items must have at least one Council Member identified as a sponsor of the item before being placed on a committee agenda. Resolutions and Ordinances being placed on the consent portion of a committee agenda must have at least two sponsors identified when submitted. If staff need help identifying a sponsor, they should consult with the committee chair, vice chair or their legislative assistants.~~

The regular order of business for committee meetings is ~~as specified in the Agenda Template document attached as an exhibit to these Rules~~determined by the committee chair.

- E. Each item presented in committee must be accompanied by a briefing paper, using the Briefing Paper Template attached as an exhibit to these Rules, and any additional briefing or research documents necessary, unless waived in the particular case by the committee chair.
- F. Each ordinance or resolution must be presented by the Council sponsor or their designee in the appropriate committee which corresponds to the subject matter of the ordinance or resolution before it may ~~be filed in OnBase~~move forward for inclusion on the Council's legislative agenda. With ~~the consent of written permission from both~~ the Council President and one of the executive committee members of the standing committee under which the item would normally fall, this requirement may be met by conducting a presentation of the item in a regular Council study session which has been noticed as a public meeting.
- F. ~~Committee chairs may authorize the consideration of items outside the subject matter of their committee.~~
- G. ~~By declaration of the chair (subject to a seconded appeal) or b~~By motion of the Council, any matter before the Council may be referred to a committee, except that no committee shall investigate the facts of, nor shall any member or members of the Council take independent action on, any pending or contemplated adjudicated matters.

Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS

Unless governed by other regulations, statutes, or ordinances, the nomination of the full slate of Council Members to inter-governmental committees or boards shall be made by the Council President, subject to confirmation by a majority of the City Council. All appointments shall be made consistent with the governmental documents creating the inter-governmental committee. The Council President shall appoint proxies to attend meetings when the assigned Council Member is unable to attend a meeting.

Rule 6.4 AD HOC COMMITTEES AND WORKING GROUPS

Council ad hoc committees, also known as working groups, with specified functions may be established for a designated term or for a specific task or to advise the Council on specific subject matter, by resolution. Unless specified in the resolution which created the ad hoc committee, matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee shall be determined by the committee itself. Working groups shall not include more than three Council Members unless the meetings of such a working group publishes notices of its meetings consistent with the OPMA.

Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS

City Council shall interview Mayoral nominees for appointment to boards and commissions prior to considering their appointment and shall take action on each such nomination in an open public meeting. Re-appointments do not require an interview unless requested by a Council Member.

RULE 7 – MISCELLANEOUS

Rule 7.1 COUNCIL POSITION VACANCY

- A. Upon receipt of a written notice of a vacancy or an impending vacancy of a City Council position other than that of Council President, the Council President or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the Council President set with concurrence of the Council.
- B. Upon the close of the deadline, each Council Member shall review the applications, interview on an individual basis whichever applicant(s) they desire to interview and send the Council President a prioritized list of who they believe should be interviewed by the entire City Council.
- C. The Council President shall compile the Council Members' prioritization of candidates to be interviewed and schedule the top-ranked candidates to be interviewed by the entire City Council. Additional candidates may be selected for interviews by a majority vote of the Council. Once the slate of candidates to be interviewed by the entire council is announced, no Council Member may communicate with any candidate outside of the formal interview by the entire Council.
- D. The Council shall conduct interviews of each individual candidate selected for interviews in an open public meeting. No public comment is permitted in such public meetings.
- E. Upon completion of the interviews, the Council, pursuant to RCW 42.30.110(1)(h), may go into executive session to evaluate the qualifications of each candidate.
- F. The Council shall take final action by resolution appointing a candidate to fill the vacancy during an open public meeting.
- G. Provisions regarding the selection of a candidate for a City Council vacancy not set forth by these rules shall be determined by the City Council by motion during an open public meeting.

- H. If the Council President position becomes vacant, the City Council may elect to appoint one of the existing Council Members to fill the position of Council President without following the selection procedure set forth above. If, upon a motion of the City Council, the City Council decides to consider someone other than an existing Council Member to fill the vacant position of Council President, the City Council shall follow the selection procedure set forth above.

Rule 7.2 COUNCIL MEMBER DISCIPLINE

Council Members may be subject to disciplinary action only by motion adopted by the affirmative vote of five (5) members of the Council, taken in an open public meeting. Disciplinary action may be based on violation of these Rules, the City Ethics Code (SMC 01.04A), or any standards of behavior expected of elected officials, including apparent conflicts of interest, and may include, without limitation, censure, removal from membership on a standing committee, or removal from membership on an intergovernmental board or commission. Nothing in this rule shall be deemed to prevent the Council from adopting a non-binding resolution formally admonishing, rebuking or denouncing any other elected official, to the extent otherwise permitted by law.

Rule 7.3 COUNCIL STAFF

- A. Each Council Member has the sole authority to hire, direct, and discharge one legislative assistant.
- B. While all Council Members have the authority to direct a member of shared council office staff, pursuant to Charter Section 9 and SMC 02.005.030, the City Council delegates the power to hire, supervise and discharge central Council office staff to the Council President, subject to reversal by a vote of the majority of the Council Members other than the Council President.

Rule 7.4 COUNCIL OFFICE BUDGET

- A. Any Council Member may propose to allocate funding from the approved Council office budget beyond that which is reserved for the salaries of Council Members, personal staff, and approved shared council office staff.
- B. All Council office budget allocation proposals over \$10,000 that differ from the adopted Council budget must be approved by the affirmative vote of four (4) Council Members at an open public meeting.
- C. On at least a quarterly basis, Council's Budget Manager shall make available to all Council Members a report on the status of and balances of all individual line items in the Council office budget. The Manager will also work with the Administration to pursue dashboard capability for public and Council review of all City budget line items.

Commented [VR3]: CM Zappone: Quarterly updates, CMIS, council budget updates

Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION

- A. New Council Members and newly appointed staff shall receive on-boarding and orientation meetings and information within thirty (30) days of their swearing-in or appointment.
- B. Orientation materials shall be generated by shared Council Office Director in consultation with the Central Staff staff and shall consist of at least the following:
 - 1. Charter and Spokane Municipal Code overview;
 - 2. Overview of the city's budget process and statutory budget requirements;
 - 3. Overview of the Council rules of procedure and meeting process, including the process for public sign-up for testimony;
 - 4. Summary of often-cited parliamentary process (i.e., motions, decorum, etc.); and
 - 5. Overview of all standing and outside boards and commissions to which Council Members are appointed, including their functions, history, and composition; and
 - 6. Overview of policies and procedures relating to the publication of Council materials and use of social media; and .7
 - 5.7. Completion of open government training as set forth in Administrative Policy No. 0520-17-06 and RCW 42.30.205.

Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES

- A. A time commitment of approximately 30-50 hours per week is normally required to adequately fulfill the role of City Council Member.
- B. Unless excused by the Council President or committee chair, as applicable, Council Members must attend the following recurring engagements:
 - 1. City Council administrative and legislative sessions each Monday;
 - 2. Standing committee Meetings on Mondays as scheduled;
 - 3. Weekly study sessions, as scheduled by the Council President;
 - 4. Ad hoc working groups as assigned;

5. Outside boards and commissions as assigned (typically between 6-9);
6. Neighborhood Council meetings from their respective Council District on a regular basis but not necessarily every scheduled meeting (typically at least two a week district wide during each of the first three weeks of a month);
7. Constituent meetings as necessary;
8. Staff meetings as necessary;
9. Other Council Member meetings as necessary; and
10. Community events as time permits.

C. Notwithstanding the provisions of this Rule, nothing in these Rules preclude the administration from providing onboarding and orientation as to the activities and procedures followed by administration staff.

Rule 7.7 CITY COUNCIL PLANNING

- A. Council shall consider annual Council Member appointment to boards, commissions, and committees by resolution no later than the 2nd-second Council meeting of each calendar year.
- B. Council shall consider the Plan Commission's annual work program by resolution no later than February 28th of each calendar year.
- C. Council shall consider annual changes to the Council Rules by resolution no later than February 28th of each calendar year. Additional adjustments to the rules may be made by resolution.
- D. The Council President or their designee shall schedule a Council Retreat annually prior to February 28th of each calendar year. Additional retreats may be scheduled throughout the year at the Council President's discretion.

Rule 7.8 LEGAL INQUIRIES

All inquiries by council members and council staff to the City Legal Department regarding City Charter provisions, any proposed or existing ordinance, any proposed or existing resolution, or any rule or procedure shall be directed to the appropriate attorney and the City Attorney with a copy sent to the City Council Policy Advisor and the City Council Office Director, who shall forward the Legal Department's response to the inquiry to the full council. All other inquiries may be directed to the City Attorney alone, and the response from the Legal Department to the individual council member's inquiries shall not be forwarded to the City Council Policy Advisor and City Council Office Director. All inquiries to and responses from the Legal Department, regardless how originated, shall

remain confidential privileged communication unless the privilege is waived by the full council pursuant to its rules. During legislative debate or other public meetings, council members shall refrain from disclosing the content of legal advice provided by the City Legal Department or outside counsel, except to disclose (a) the fact that the City Legal Department was consulted on a matter, and (b) that based on said legal advice, the council member is adopting a particular position regarding the matter discussed with the City Legal Department. For example, the following statements would comply with this rule:

"I consulted with City Legal on this legislation, and I think the proposal needs more work before we adopt it."

"This resolution was forwarded to City Legal. Based on their review of this resolution, I am not supporting it."

"City Legal reviewed this contract. Therefore, from a legal standpoint I see no reason not to approve it."

—

Adopted by Resolution ~~2023~~2024- _____ (date)

Exhibits:

Briefing Paper template

(Exhibit)

Committee Agenda Sheet *Select Committee Name*

Committee Date	
Submitting Department	
Contact Name	
Contact Email & Phone	
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: Click or tap here to enter text.	
Current year cost:	
Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

(Clean Version)



SPOKANE CITY COUNCIL RULES OF PROCEDURE

(2024 revision, adopted by Resolution No. 2024-0003 [date])

Table of Contents

RULE 1 - GENERAL PRINCIPLES	5
Rule 1.1 PURPOSE.....	5
Rule 1.2 DUTY OF MUTUAL RESPECT	5
Rule 1.3 DUTY OF ETHICAL CONDUCT	5
Rule 1.4 ROBERT'S RULES OF ORDER	6
Rule 1.5 AMENDMENT OF COUNCIL RULES.....	6
RULE 2 – MEETINGS	6
Rule 2.1 PLACE AND TIME OF MEETINGS.....	6
Rule 2.2 OPEN FORUM.....	7
Rule 2.3 ADJOURNED MEETINGS	8
Rule 2.4 SPECIAL MEETINGS	9
Rule 2.5 STUDY SESSIONS.....	10
Rule 2.6 QUORUM.....	10
Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS	10
Rule 2.8 FUNCTIONS OF MEETING AGENDA.....	11
Rule 2.9 INTRODUCTION OF ITEMS.....	11
Rule 2.10 AGENDA PROCESS.....	12
Rule 2.11 NOTICE BY AGENDA.....	15
Rule 2.12 SPECIAL MEETING NOTICES.....	15
Rule 2.13 THE CHAIR.....	15
Rule 2.14 ORDER OF BUSINESS	16
Rule 2.15 PARTICIPATION BY MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS	20
Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS	21
Rule 2.17 VOTING.....	24
Rule 2.18 SUSPENSION OF THE RULES.....	25
Rule 2.19 RECONSIDERATION	25
Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS.....	25
RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS	25
RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS	28
Rule 4.1 UPLOADING ITEMS FOR COMMITTEE AND COUNCIL CONSIDERATION	28
Rule 4.2 AMENDMENT AND SUBSTITUTION	29
Rule 4.3 SUBJECT MATTER	30
RULE 5 – PROCESSING ORDINANCES.....	30
Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING.....	31
Rule 5.2 VETO.....	31

RULE 6 – COMMITTEES	32
Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP	32
Rule 6.2 COMMITTEE PROCESS	32
Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS	35
Rule 6.4 AD HOC COMMITTEES AND WORKING GROUPS.....	35
Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS	35
RULE 7 – MISCELLANEOUS	36
Rule 7.1 COUNCIL POSITION VACANCY.....	36
Rule 7.2 COUNCIL MEMBER DISCIPLINE	37
Rule 7.3 COUNCIL STAFF	37
Rule 7.4 COUNCIL OFFICE BUDGET	37
Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION.....	37
Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES	38
Rule 7.7 CITY COUNCIL PLANNING.....	39
Rule 7.8 LEGAL INQUIRIES	39

RULE 1 - GENERAL PRINCIPLES

Rule 1.1 PURPOSE

The Spokane City Council adopts these Rules to govern the conduct of City Council business. These Rules do not confer upon any person who is not a member of the Council any right to a particular procedure, nor do they affect the validity or legality of any Council action.

Rule 1.2 DUTY OF MUTUAL RESPECT

It is the constant duty of each Council Member to treat each other, City staff, board and commission appointees, and the public with respect. Likewise, all persons who attend a Council meeting or interact with Council Members or Council staff in any type of forum or communication, regardless of the form or format, must act respectfully toward all persons and not commit “Unlawful harassment” as defined by RCW 7.105.010(36). Mutual respect includes, but is not limited to, not intentionally disclosing private information about a Council Member or staff such as personal telephone numbers or home addresses without the permission of the Council Member or staff.

Rule 1.3 DUTY OF ETHICAL CONDUCT

- A. Each Council Member must uphold the constitution, laws, and regulations of the United States of America, the State of Washington and the Charter and ordinances of the City including, without limitation, chapter 01.04A, SMC (Code of Ethics), recognizing that federal and state laws pre-empt local laws. Should a Council Member have a conflict of interest or become aware that they have or may have a conflict of interest, that Council Member shall promptly inform the Council of the conflict of interest and abstain from any Council action in connection with that matter.
- B. Confidential information.
 - 1. No Council Member may disclose confidential information, including attorney client privileged communications, to any person not entitled or authorized to receive the information. Notwithstanding the foregoing, the City Council may, upon the affirmative vote of five (5) Council Members taken in an open meeting, authorize the release of specific information which would otherwise be deemed confidential information, including without limitation discussions held in executive session. Disclosure of legal advice shall be pursuant to Rule 7.8 (Legal Inquiries).
 - 2. For purposes of these rules, “confidential information” has the same meaning as the term is defined in SMC 01.04A.020(I) and SMC 01.04A.030(I)(1).

- C. No Council Member may use or authorize the use of facilities of the City, directly or indirectly, for the purpose of assisting a campaign for election of a person to an office or for the purpose of or opposition to a ballot proposition. Council Members shall comply with RCW 42.17A.555 (Use of public office or agency facilities in campaigns—Prohibition—Exceptions). Notwithstanding the foregoing, nothing in these Rules prevent any member of the public from exercising their rights to free expression by wearing clothing, buttons, or other attire which displays messages of a political nature in a Council meeting, so long as such conduct does not include the display of signs and/or disrupt the Council meeting. Further, these Rules do not prohibit the City Council, acting as a body in an open public meeting, from adopting resolutions supporting or opposing state or local ballot propositions.

Rule 1.4 ROBERT’S RULES OF ORDER

Matters of procedure not otherwise provided for herein are, insofar as practical, determined by reference to *Robert’s Rules of Order, Newly Revised*.

Rule 1.5 AMENDMENT OF COUNCIL RULES.

These rules may be amended at any time by resolution of the City Council. Suspension of the rules shall be pursuant Rule 2.18.

RULE 2 – MEETINGS

Rule 2.1 PLACE AND TIME OF MEETINGS

- A. As provided in SMC 02.01.010, the regular meeting of the City Council is at 3:30 p.m. every Monday in the Council Chambers. If a Monday is a City Holiday, that week’s regular meeting shall be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the Council President.
- B. The 3:30 p.m. Council session is a briefing session in which the Council receives staff reports on matters of interest, committee reports, background information from staff regarding matters on the advance agenda for the next week’s meeting and for that day’s agenda, making any adjustments to the agenda and agreeing as to any issues of procedure for that day’s meeting. Once the advance agenda has been reviewed, the City Council shall approve the agenda by motion. The Council President may call a recess after the briefing session until the 6:00 p.m. council session.
- C. If two or more consecutive regular meetings are canceled, the Council President has the discretion to cancel the initial 3:30 p.m. Briefing Session due to lack of business. The 6:00 p.m. Council session, as referenced under section E below, will be held to consider that day’s agenda.

- D. At the conclusion of the briefing session, or at other time properly announced, the City Council may adjourn into executive session consistent with the Open Public Meetings Act (“OPMA”). Adjournment into executive session shall be by motion, which shall be adopted by a majority of council members present. Before so doing, the chair shall announce the subject matter of the executive session with as much particularity as will not frustrate the purpose of the executive session and the estimated duration of the executive session. The Council President determines which person(s) shall attend each executive session, absent an adopted motion by the Council determining which person(s) other than Council members and attorneys shall be permitted to attend.
- E. The 6:00 p.m. Council session is the legislative session, during which the Council may take public testimony, discuss, and take action on agenda items, and hold the open forum as provided in Rule 2.2 (Open Forum). The Council President may combine specific agenda items for purpose of public comment and voting if there is no objection by attending Council Members, and if there is an objection, by majority vote.

Rule 2.2 OPEN FORUM

- A. At 6:00 p.m. on the third Monday of each month or as alternatively scheduled by the Council President, the Council shall hold a legislative session that includes an open forum.
- B. The open forum shall have 40 (forty) spaces of two minutes each available. Members of the public who did not speak at the last held open forum will be prioritized for spaces ahead of those who did speak during the last held open forum.
- C. When held in a location outside of City Hall, legislative sessions that include an open forum may be referred to as a Town Hall meeting. At Town Hall meetings, the neighborhood council representatives of the Council District where the Town Hall meeting is being held will be given preference to speak with Council during open forum and may be allowed additional time to speak at the discretion of the chair.
- D. At legislative sessions that include an open forum, the open forum will occur after Council consideration of legislative business. Insofar as practicable, the legislative agendas of these meetings should be limited to Council appointments and approval of Mayoral appointments, consent agenda items, and first reading ordinances. The Council will accept testimony on legislative items as provided in Rule 2.15 (Participation by Members of the Public in Council Meetings). The City Clerk and other staff shall not be required to remain in attendance at the Council meeting during the open forum as long as all other council agenda items have been completed during the legislative session.
- E. Members of the public can sign up for open forum using the online testimony sign up form beginning at 9:00 a.m. on the Tuesday immediately preceding the open

forum. Members of the public can also sign up for open forum in person outside Council Chambers beginning at 9:00 a.m. on the Tuesday immediately preceding the open forum. Open forum sign up will end at 6:00 p.m. on the night of the open forum. Each speaker must sign themselves up for open forum. 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.

- F. 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.
- G. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. "Affairs of the City" shall include (i) matters within the legislative, fiscal or regulatory purview of the City, (ii) any ordinance, resolution or other official act adopted by the City Council, (iii) any rule adopted by the City, (iv) the delivery of City services and operation of City departments, (v), any act of members of the City Council, the Mayor or members of the administration, or (vi) any other matter deemed by the Council President to fall within the affairs of the City, which determination may be overridden by majority vote of the Council members present. No person shall be permitted to speak in open forum regarding initiatives or referenda in a pending election. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the Council by emailing them at citycouncil2spokanecity.org. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings, including during open forum.

H.

Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

Rule 2.3 ADJOURNED MEETINGS

- A. At the conclusion of the legislative session, unless there is further business before the Council, the chair shall request a motion to adjourn the meeting until the next regularly scheduled Council meeting.
- B. Any meeting may be adjourned prior to the completion of the City Council's agenda to a place and time set by motion. Unless otherwise specified in the motion, the meeting will be adjourned to the place and time fixed for the next regular meeting.

If a regular meeting be adjourned to a place and time specified, that adjourned meeting is a regular meeting.

- C. If at the time fixed for the beginning of any meeting, or at any time in the course of a meeting, less than a quorum be present, the Council President, or in the President's absence any member, or if there are no Council Members present then the City Clerk, shall declare the meeting adjourned to the next regular meeting.
- D. If a meeting is adjourned prior to the completion of the City Council's agenda, all matters on the agenda not disposed of shall be continued to the adjourned meeting. The City Clerk or other person designated by the Clerk shall post a written notice of adjournment conspicuously on or near the main door of the place of any meeting which has been adjourned. The notice shall be posted as soon as possible after the adjournment and shall state the fact of adjournment and the place and time to which the meeting was adjourned.
- E. At 10:00 p.m., absent an adopted motion to remain in session to a time certain, the Council's regular meeting shall be adjourned by motion and action shall be continued to the next Legislative Session. If testimony on an item was not completed before the meeting was adjourned, it shall be continued to the next meeting without allowing for additional members of the public to sign up or for those who were able to testify at the first meeting to give testimony again unless significant changes have been made to the item, per the discretion of the presiding Council Member.
- F. In the event noise, disturbance, indecorum, or other circumstances disrupt council proceedings so as to render the orderly conduct of such meeting unfeasible, or if the removal of the individual(s) causing the disruption will not restore order, the Council President or presiding council member may request a motion to adjourn the meeting either to the next regularly scheduled council meeting or to an alternate place and time set by motion. Absent adoption of such a motion by a majority of council members present, the meeting shall continue, subject to the chair's discretion to remove disruptive individuals under Rule 2.13 (The Chair).

Rule 2.4 SPECIAL MEETINGS

Special meetings may be called by the city clerk on the written request of the mayor, council president, or, if by council members, by passage of a motion made during a regular meeting. All such special meetings shall be noticed in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these Rules.

Rule 2.5 STUDY SESSIONS

A regular study session of the City Council is held every Thursday at 11:00 a.m. for receiving information on staff matters, staff briefings, and discussion among Council Members on issues of public concern. Study sessions are held in a workshop format, with

no public hearing, no Council action to dispose of any item unless the study session was noticed as a special meeting in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules. A quorum of the Council is not necessary in order to proceed with a study session. Additional study sessions may be scheduled at the discretion of the Council President or by a vote of the majority of Council Members present at a public meeting of the Council.

Rule 2.6 QUORUM

A quorum is four (4) or more Council Members present and qualified to act unless a particular action requires the affirmative vote of more than four. The quorum for the adoption of an ordinance making an emergency expenditure as provided in RCW 35.33.081 and 35.33.091, adoption of an ordinance effective immediately under subsection 19(a)(1) of the Charter, and override of a veto as provided in subsection 16(b) is five (5).

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.
- C. When it is not obvious what service an animal provides, City staff may only inquire (1) whether the dog is a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. City Staff shall not ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.
- D. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- E. A person with a disability cannot be asked to remove their service animal from the

premises unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When one of these situations exists, City staff shall offer the person with the disability the opportunity to be present at the City Council meeting without the animal's presence.

- F. No person with a disability who uses a service animal will be isolated from other people or treated less favorably than another person in the conduct of a City Council meeting.
- G. City staff shall not be required to provide care or food for a service animal at a City Council meeting.

Rule 2.8 FUNCTIONS OF MEETING AGENDA

The agenda serves to introduce items to the Council, to establish the order of business and to give notice to the public. The notice of a special meeting is the agenda for such meeting.

Rule 2.9 INTRODUCTION OF ITEMS

- A. Legislation shall only be placed on a regular legislative meeting agenda by the Council President or any Council Member, through the process established in Rule 2.10 (Agenda Process), except as otherwise provided by Rule 2.18 (Suspension of Rules). No resolution or ordinance may appear for consideration on a legislative agenda for consideration by the full Council unless it has first been presented in a committee or study session and is sponsored by at least two council members, one of which must be an executive committee member of the standing committee on which the item appeared . Items for which six (6) months have elapsed since the discussion of the item at a committee meeting should be returned to committee for an additional discussion before appearing for consideration on the legislative agenda. Items that need consideration on a compressed timeline due to an unforeseen urgency or emergency may be added to an advance legislative agenda prior to being presented at a committee or study session with prior written permission from both the Council sponsor(s) and the Council President.
- B. Regular meeting agendas are prepared by the City Clerk in the manner and format prescribed by the City Council and consistent with administrative policies and procedures and these Rules.
- C. The term "legislation" in these rules means any ordinance, resolution, or contract approval. Legislation does not include a "special consideration," which is any item other than ordinance, resolution, or contract approval and may include, but is not limited to, council letters to outside agencies and special acknowledgements,

Rule 2.10 AGENDA PROCESS

- A. The process of submitting agenda items and preparing the agenda for all Council meetings shall be consistent with these Rules and any administrative policies and procedures governing Council meetings and agenda items. In a conflict between these Rules and an administrative policy and procedure, these Rules shall control.
- B. No agenda item, except for weekly reports of the mayor of pending claims and payments, payroll claims, Board/Commission/Committee appointments, and letters appearing under special considerations may appear on a legislative agenda without first appearing on a standing committee agenda, except as otherwise provided in Rule 2.9 (Introduction of Items).
- C. Agenda items submitted to a standing committee's preliminary agenda by administration staff must be submitted to the standing committee associated with the Division from which the agenda item originates, as illustrated in Attachment XXX.
- D. Agenda items submitted to a standing committee's preliminary agenda by council members should be submitted to the standing committee most closely associated with the subject matter of the item. Agenda items submitted by council members can be submitted to a standing committee unrelated to the subject matter of the item with the permission of the chair of the committee to which the item is being proposed.
- E. Proposed agenda items are added to a final committee agenda after securing confirmation from at least one executive committee member of the relevant standing committee that they will sponsor the item.
- F. To move out of a standing committee and onto a legislative agenda, Resolutions and Ordinances must secure two (2) Council sponsors, one of which must be an executive committee member of the standing committee on which the item appears..
- G. The timeline for formalizing standing committee meeting agendas follows the following process:
 - 1. No later than 5:00 p.m. on the Thursday occurring 11 calendar days before the desired committee meeting, suggested agenda items and briefing papers (for both consent and discussion items) shall be uploaded into OnBase.
 - a. At that time, both the agenda sheet and the briefing paper template should be filled out and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.
 - b. Agenda items that require no discussion at committee meetings

(consent items) can be placed on any committee's agenda.

- c. Supporting attachments, including ordinances, resolutions and contracts, are due at this time except with express permission by the committee chair.
2. By 9:00 a.m. on the Friday occurring 10 calendar days before the desired committee meeting, items submitted into OnBase must receive all OnBase approvals and arrive in the committee queue. Items that do not receive all OnBase approvals by the above deadline may be added to both the preliminary and final committee agenda at the discretion of the committee chair or their designee.
3. Items originating from the Council office are not required to gain administration OnBase approvals to be added to both a preliminary and final committee agenda.
4. By close of business on the Friday occurring 10 calendar days before the committee meeting, the preliminary agenda should be sent out to all Council Members for review.
5. No later than 10:00 a.m. on the Wednesday immediately preceding the committee meeting, Council Member requests for additional information on any agenda item are due.
6. At any time between the distribution of the preliminary agenda and close of business on the Friday immediately preceding the standing committee meeting the executive committee members and administrative leads should meet at least once to create and/or finalize the agenda.
7. To be included on a committee's final agenda, the item must be sponsored by at least one executive committee member of the standing committee on which the item is to appear. If the item is submitted in compliance with the above committee deadlines and is sponsored by at least one executive committee member, it shall appear on the committee's final agenda.
8. After the final agenda is created, the administrative staff circulates the final agenda by close of business on the Friday immediately preceding the committee meeting.
9. Any deviation from the timeline for submitting agenda items (accepting agenda items past the deadlines for example), must be approved by the committee chair or their designee.

10. All committee agenda items must have at least one executive committee member identified as a sponsor of the item before being placed on a final committee agenda. Resolutions and Ordinances being placed on the consent portion of a final committee agenda must have at least two council members identified as sponsors when submitted, one of which must be an executive committee member of the standing committee on which the item appears. If staff need help identifying a sponsor, they should consult with the committee chair, vice chairs or their legislative assistants.
11. Resolutions and Ordinances must secure sponsorship from 2 (two) council members, one of which must be an executive committee member of the standing committee on which the item appears, in order to move forward onto a legislative agenda.

- H. Every agenda item shall be accompanied by a completed briefing paper in the format provided by the Council office. The presiding officer of the committee or Council President, as the case may be, may exclude an agenda item for consideration if the briefing paper lacks relevant and material information.
- I. The wording for the agenda item and the relevant information placed on the agenda sheet are to be provided by the person submitting the item. Plain language shall be used to accurately describe the item with the goal of making the item easily understood by the public. The Council President or their designee shall decide any disputes over wording unless verbiage is determined by a majority vote of the Council. The City Clerk and City Attorney's office staff may edit agenda items for grammatical or typographical errors.
- J. Each Council Member shall have the continuing duty to be familiar with all agenda items and all accompanying information.

Rule 2.11 NOTICE BY AGENDA

Except as provided below, the agenda is the only required meeting notice.

Rule 2.12 SPECIAL MEETING NOTICES

Notice of every special meeting shall be given in writing to every Council Member, Council staff, the Mayor, the City Attorney, and to all parties who have on file with the City Clerk a request for such notices. The notice shall be delivered personally, electronically, by mail, by facsimile or otherwise, so as to be received at least 24 hours before the meeting or as otherwise provided for in RCW 42.30.080. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice. Notices of special meetings are prepared by the City Council Office staff and issued by the City Clerk's office. Submission

of legislative items for consideration at a special session need not conform to Rule 2.9 (Introduction of Items).

Rule 2.13 THE CHAIR

- A. The Council President, or in their absence or incapacity, the Council Member selected by the Council to serve as Council President *pro tem* pursuant to SMC 03.01.120(A) (each of whom is referred to in these Rules as “the chair”) shall preside over meetings of the Council and cause the business of the Council to be transacted in accordance with these rules. The presiding officer may yield the chair to another Council Member to conduct a portion of the meeting. If the Council President *pro tem* is unavailable, the Council Member with seniority of tenure on the Council shall preside.
- B. The chair shall determine all questions of parliamentary procedure, subject to appeal as provided in this Rule 2.13(B), but shall liberally grant leave to the City Council’s Policy Advisor and/or a city attorney to speak to the question. A ruling of the chair can be appealed, before the ruling is acted on, by any Council Member’s announcement of an appeal, which appeal is perfected by receiving a second. The chair shall then state the question in terms of upholding the ruling and may state the reasons for the ruling. Then the member appealing has the floor to open debate on the appeal. Upon the close of debate, the Council shall vote on the appeal.
- C. The chair may not make a motion. The chair may second a motion only if there is no other second and only for the purposes of discussion. The chair may vote as any other Council Member.
- D. The chair has the authority to recess a meeting in the appropriate circumstances, including when noise, disturbance, indecorum, or other circumstances warrant a recess. In the event disturbance, indecorum, or other circumstances disrupt council meeting, the chair may request a motion to adjourn pursuant Rule 2.3 (Adjourned Meetings). The chair may direct any person or persons disrupting the meeting to be removed from the chambers or to otherwise eliminate a source of disruption. In administering this rule the chair will be guided by the Council’s intent to support robust public, peaceful participation by the public.
- E. The chair has the authority to recess a meeting or call for adjournment as provided in these rules.

Rule 2.14 ORDER OF BUSINESS

- A. Briefing Session.

The regular order of business in a briefing session is as follows. The meeting chair may make adjustments to the order of business as needed. In the event of a double Briefing

Session, where both the Current and Advanced Agendas are to be briefed due to a meeting cancellation the previous week, the Current Agenda will generally be briefed first in order to ensure that the agenda is approved and amendments occur with time for staff to prepare for the public testimony sign in period.

1. Roll call;
2. Council or staff reports of matters of interest;
3. Staff or Council Member briefings regarding matters on the advance agenda;
4. Discussion of and any adjustments to the advance agenda for the following week's meeting;
5. Approval by motion of the advance agenda;
6. Any new background by staff or Council Members for items on the current agenda; and
7. Discussion of and any adjustments to the current agenda.

B. Executive Session.

The business of an executive session is determined case by case within the restrictions of the OPMA and other provisions of state law. The meeting minutes shall record the announced purpose of the executive session.

C. Legislative Session.

The regular order of business in a legislative session (without an open forum) is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Pledge of Allegiance;
2. Words of inspiration and special introductions;
3. Roll call to establish the presence of a quorum;
4. Reading of proclamations and salutations;
5. Reports from community organizations;
6. Announcement of adjustments to the agenda;

7. Council appointments and approval of Mayoral appointments;
8. Reading of consent agenda items by the Clerk;
 - a. Testimony from members of the public concerning the consent agenda;
 - b. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - c. Action on the consent agenda;
9. Reading of each agenda item by the Clerk;
 - a. Report by staff and questions to staff;
 - b. Testimony from members of the public concerning the agenda item;
 - c. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and
 - d. Vote.
10. Adjournment.

D. Legislative Session with Open Forum.

The regular order of business in a legislative session with an open forum is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Pledge of Allegiance;
2. Words of inspiration and special introductions;
3. Roll call to establish the presence of a quorum;
4. Announcement of adjustments to the agenda;
5. Council appointments and approval of Mayoral appointments;
6. Reading of consent agenda items by the Clerk;
 - i. Testimony from members of the public concerning the consent agenda;

- ii. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - iii. Action on the consent agenda;
- 7. Reading of each agenda item by the Clerk;
 - i. Report by staff and questions to staff;
 - ii. Testimony from members of the public concerning the agenda item;
 - iii. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and
 - iv. Vote.
- 8. Open Forum
- 9. Adjournment.

E. Town Hall Legislative Session with Open Forum.

Town Hall legislative sessions should be held at least once a year in each Council district. These meetings offer a time for Council to hear from residents and neighborhood councils at a meeting held outside of City Hall. The neighborhood council representatives of the Council District where the Town Hall is being held will be given preference to speak with Council during the open forum part of these meetings.

- 1. Pledge of Allegiance;
- 2. Words of inspiration and special introductions;
- 3. Roll call to establish the presence of a quorum;
- 4. Announcement of adjustments to the agenda;
- 5. Council appointments and approval of Mayoral appointments;
- 6. Reading of consent agenda items by the Clerk;
 - i. Testimony from members of the public concerning the consent agenda;

- ii. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - iii. Action on the consent agenda;
- 7. Reading of each agenda item by the Clerk;
 - i. Report by staff and questions to staff;
 - ii. Testimony from members of the public concerning the agenda item;
 - iii. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and
 - iv. Vote.
- 8. Open Forum
- 9. Adjournment.
- F.
- G. Items shall be acted upon in the order in which they appear on the agenda; provided, items may be taken out of order, combined, or separated at the chair's discretion, absent the objection of a majority of the Council. Items on the agenda may be grouped under various headings or sections and entire sections may be read and acted upon at one time at the discretion of the chair absent the objection of a majority of the Council.
- H. All City Council appointments or Mayoral appointments which require City Council approval shall be announced and voted upon by motion during the legislative session; provided, that the confirmation of mayoral nominations of department heads, the City Clerk, and the City Attorney, pursuant to Section 24 of the City Charter, shall be by resolution.

Rule 2.15 PARTICIPATION BY 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, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature.

- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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 or city officials (including members of city boards and commissions) 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 Policy Advisor and/or a 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 harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS

- 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 online testimony sign up form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true 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. The chair, absent a majority vote of the Council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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, special considerations, 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. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the Council by emailing them at citycouncil2spokanecity.org.
- H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

Rule 2.17 VOTING

- A. Except where a majority plus one vote is required, (*e.g.*, Charter section 19, RCW 35.33.081), and unless otherwise provided herein, all motions must receive at least four (4) affirmative votes to pass.
- B. If a motion receives a majority of favorable votes, but less than four, and if further voting cannot produce four votes for any motion, either:
 1. The matter will be continued, or
 2. if it appears that because of disqualification or other reason the Council will not obtain four votes for any motion to dispose of the matter, it shall be declared that no action was taken, and the status quo shall prevail.
- C. Upon a tie vote, the status quo prevails on the matter upon which the vote was cast.
- D. The votes on any ordinance or formal resolution shall be individually taken and recorded. As to any other matter (such as motions), voting shall be by voice vote unless a member requests, prior to action on the next item of business, a roll call vote. Unless otherwise required due to the technical limitations of the specific

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

meeting method or forum, the alternative to voice vote shall be the electronic voting tally system currently in use in the Council Chambers.

- E. In all cases of voting by other than voice vote, the City Clerk shall record the names of those voting on each side of the question and of those abstaining. In cases of voice vote, it shall be sufficient for the chair to announce, and the record to reflect, whether the motion carried or failed. Regardless of method of voting, each Council Member shall have the right to explain the reasons for their vote and such a request shall be regarded as a point of personal privilege.
- F. A Council Member may abstain from voting on any matter before the Council if they have a direct personal or financial interest in the matter before the Council which is not held in common with other members of the Council. In order to abstain from voting, a Council Member must describe to the Council President the basis for the abstention in an open public meeting prior to the vote.

Rule 2.18 SUSPENSION OF THE RULES

These Rules may be temporarily suspended for a particular matter or meeting by the affirmative vote of five Council Members. Motions to suspend the rules must specify the general purpose of the suspension (e.g., “Motion to suspend the rules for the purpose of adding three items to the agenda”). A motion to suspend the rules does not relieve a council member from making a separate motion on the question that prompted suspension of the rules. By way of illustration, a motion to suspend the rules to “add three agenda items” still requires a separate and subsequent motion to add the three items to the agenda.

Rule 2.19 RECONSIDERATION

All legislative decisions of the City Council, including consent items, ordinances, resolutions, and hearing items are final, except that a Council Member on the prevailing side of a vote or who was absent for the vote may resubmit that item for reconsideration within 15 days of Council consideration or prior to the Mayor’s action on an ordinance, whichever occurs first. Nothing in this rule shall be deemed to prevent any Council Member from otherwise submitting an ordinance or resolution to repeal or modify a prior City Council action so long as such repeal or modification is added to the committee and Council agenda as provided in these rules.

Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS

- A. A Council Member may participate telephonically and/or virtually in all or part of a Council meeting if:
 - 1. Prior approval is given by the Council President for good cause, whose approval shall not be unreasonably withheld;

2. All persons participating in the meeting, including the public, are able to hear each other at the same time, such as by the use of a speaker phone; and
 3. The Council Member participating remotely shall have reviewed all of the applicable material and participated in the relevant portion of the Council meeting related to the topic to which the Council Member is voting on.
- B. Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately communicating with one another will negate any authorization previously given by the Council President.

RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS

- A. Adjudicative hearings are quasi-judicial hearings involving named parties. Testimony during adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings. Where procedures for appeals and hearings have been established by ordinance, the Council shall follow those procedures. If a conflict arises between the ordinance and Council rules, the ordinance shall prevail. Where there are no established procedures for an adjudicative appeal or hearing, the Council shall implement the following procedure.
- B. No person shall be allowed to discuss any matter pending hearing with any member or members of the Council except in the Council Chambers in the regular course of a Council meeting. Each Council Member shall vigorously strive to avoid any outside communication from anyone in any form concerning a matter pending hearing or decision. If an outside contact cannot be avoided, the Council Member shall immediately make a note of the contact and shall at the beginning of the Council's hearing on the matter announce the fact of the contact, the identity of the person, and the substance of the communication. If the communication be in written form, the Council Member shall as soon as possible file it with the City Clerk.
- C. When the Council's discussion and vote on a hearing item is at a meeting other than the hearing, it shall be the obligation of every Council Member participating in the action to be familiar with the facts in order to reach an informed, independent judgment. When a member discussing or voting on the matter was not present at the hearing, that member will have familiarized themselves with the hearing item based upon any audio or video recording of the hearing and all documents contained in the record. A Council Member shall not be briefed by anyone except in an open meeting.
- D. Council Members shall disqualify themselves from participating in a hearing whenever bias, interest, or other influences will prevent or appear to prevent them from exercising fair-minded, independent judgment on the facts and established

policy. Disqualifying influences include prejudgment of the issues that cannot be swayed by the facts in evidence, a partiality or personal bias for or against a party, and a personal pecuniary interest in the subject matter. Examples of disqualifying bias include a close personal, family, or business relationship with a party, ownership of property the value of which might be affected by the decision, and a business or personal financial situation that might be affected by the decision.

- E. Should a Council Member be aware of circumstances which might appear to disqualify them, they can either disqualify themselves or explain the circumstances before the hearing and let the rest of the Council, by majority vote, decide whether they can participate. Should the Council be aware of circumstances which might appear to disqualify a member, the Council may, by majority vote, disqualify the member. The Council's discussion concerning disqualification of a member may occur in executive session. A disqualified member shall be absent from the dais during the hearing and during discussion and voting.
- F. In all adjudicatory appeals and hearings, Council Members are acting in their quasi-judicial capacity and shall comply with all applicable provisions of state law including the appearance of fairness doctrine (Chapter 42.36 RCW) and the code of ethics for municipal officers in contract interests (Chapter 42.23 RCW).
- G. Adjudicatory Appeal Hearing Procedures.

At the hearing on the appeal, the following rules apply:

1. Oral argument on appeal is limited to parties of record.
2. Oral argument on appeal is limited to thirty minutes per side. If there is more than one appellant or more than one person wishing to present oral argument on appeal, the total time allowed to all such persons is thirty minutes. Any time reserved for rebuttal or surrebuttal is deducted from the time allowed for opening argument. Time taken to respond to questions from the City Council is not deducted from the time allowed for argument.
3. Argument is presented first by the appellant in support of the appeal followed by the respondent in opposition to the appeal.
4. No new evidence may be presented during oral argument. Matters found by the hearing officer or body to be facts in the record are presumed to be true and accurate. Oral argument is limited to stating why the record does or does not support the decision.
5. The City Council may not consider any new facts or evidence on appeal. The City Council's review of appeals is limited to the record prepared by the hearing officer or body, including the verbatim transcript of the hearing, the written appeal, memoranda submitted, and, if permitted, oral arguments presented in

accordance with the requirements of this section. Closed record appeals before the City Council must be concluded within 90 days of the date the appeal is filed unless all parties agree to a longer period.

6. Supplemental documents.

- a. The parties to the appeal may file memoranda regarding the appeal. Such memoranda must be filed by the agenda deadline for the meeting preceding the meeting set for consideration of the appeal.
- b. Any replies to the memoranda must be filed by the agenda deadline for the meeting set for consideration of the appeal.
- c. The City Clerk distributes such memoranda and responsive documents to all parties to the appeal, the City Council, the City Attorney, the Planning Director, and the Hearing Examiner.
- d. Neither memoranda nor responses may contain any new facts or evidence or discuss matters outside the record. They are limited to stating why the record does or does not support the decision.

H. The City Council may supplement these rules in a case-by-case situation in order to provide due process to all participants in a hearing.

RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS

Rule 4.1 UPLOADED ITEMS FOR COMMITTEE AND COUNCIL CONSIDERATION

- A. All agenda items, including ordinances and resolutions shall be uploaded into OnBase no later than 5:00 p.m. on the Thursday occurring 11 calendar days before the desired committee meeting. All items that have been submitted into OnBase must receive all OnBase approvals required to arrive in the committee queue by 9:00 a.m. on the Friday occurring 10 calendar days before the desired committee meeting. Items that do not arrive in the committee queue by 9:00 a.m. on Friday may not be added to the preliminary committee agenda when it is released. If an item is expected to be late and is emergency in nature, prior written approval must be obtained from the committee chair or their designee for the item to be added to the committee's agenda. Items that do not receive all OnBase approvals required may be added to a committee agenda at the discretion of the committee chair or their designee.
- B. After presentation at committee, so long as council sponsorship requirements are met as provided in Rule 2.10 (Agenda Process), the Council Office Director, or their designee, will approve items to move forward to the Clerk for consideration at a future Council legislative session. All items, whether discussion or consent, will remain in the Council queue and will not advance

- toward a legislative agenda until having gone through committee unless granted permission to be considered on a compressed timeline as established in Rule 2.9 (Introduction of Items).
- C. To accommodate narrow construction windows, engineering construction contract briefing papers may be submitted to committee prior to bid opening as long as the item includes the engineer's cost estimate and estimated construction timeline. When final construction contract information is received, these items may be re-submitted to the Council Office Director, or their designee, for submission to the Clerk for consideration at a future Council legislative session.
 - D. An ordinance or resolution must have been filed with the Clerk prior to the meeting of which it is an agenda item. No ordinance or resolution, except emergency measures, shall be passed until it has been on file with the Clerk for at least three (3) business days, including the day of the Council meeting.
 - E. If an ordinance or resolution has not been on file with the Clerk for at least three (3) business days, its reading shall be a reading in full. If an ordinance or formal resolution has been so pre-filed, it shall be sufficient reading to read its title or a summary.
 - F. Each ordinance or resolution shall have a succinct, plain-language title and summary which briefly describes its purpose and effect. The agenda sheet for every item shall, when filing the same with the City Clerk, specify the committee of origin for the ordinance or resolution and the names of the Council Members who are sponsoring the ordinance or resolution. Subject to Rule 2.18 (Suspension of Rules), every ordinance or resolution must be first presented in a committee before it may appear on the Council's agenda for first reading (for ordinances) or for Council consideration (for resolutions).
 - G. Each ordinance or resolution which would have an impact on the fiscal condition of the City must note that fact on the agenda sheet and be accompanied by a brief description of the fiscal impact of the ordinance or resolution on the current year's budget.

Rule 4.2 AMENDMENT AND SUBSTITUTION

- A. "Amendment" of legislation pertains only to legislation on the agenda and occurs at the time proposed legislation is under debate by the Council, and may be offered by motion by any Council member. "Substitution" of legislation occurs prior to debate of proposed legislation and may only be made by sponsors of the ordinance or resolution. Amendments and substitutions are permitted only as provided in this Rule 4.2.
- B. Every proposed amendment shall be in writing and circulated to the City Clerk and City Council members and staff prior to 10:00 a.m. on the Friday immediately preceding Council consideration; provided, amendments making clerical or

technical corrections may be articulated orally during debate.

- C. Proposed amendments shall be included in the current agenda packet for the benefit of public review and Council consideration and shall be identified by the Council Member proposing them (e.g., “The Council Member [LAST NAME] Amendment to ORD CXXXXX”).
- D. A substitution of all or a portion of the wording of an ordinance or resolution which is to be listed on an advance Council agenda may be submitted by the majority of sponsors of the ordinance or resolution without Council approval, so long as the substitution is in writing and circulated to all Council Members and the City Clerk by no later than 10:00 a.m. on the Friday immediately preceding the meeting at which the ordinance or resolution is to appear on an advance agenda.
- E. Any motion to amend an ordinance or resolution shall require four (4) affirmative votes to pass. Any motion to suspend the requirements in this Rule 4.2 shall require five (5) affirmative votes to pass.
- F. Amendments and substitute versions not filed with the City Clerk at least three days before the meeting, whenever reasonably possible, shall be posted for public viewing on the City Council Facebook page or other similar channels so that interested members of the public may review during Council’s consideration of the matter.
- G. The deletion of an emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. The addition of an emergency clause requires the ordinance to be deferred to allow public hearing.

Rule 4.3 SUBJECT MATTER

The Council shall not consider or pass any ordinance or resolution the subject matter of which is not directly related to local affairs or municipal business or if action by the City Council does not result in the adoption of a new or amendment to an existing ordinance or resolution or affect any City policy or practice.

RULE 5 – PROCESSING ORDINANCES

Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING

- A. An ordinance passed by the City Council shall, within five (5) days thereafter, be presented to the Mayor.
- B. An ordinance:
 - 1. Making the annual tax levy,

2. Adopting the original annual budget,
3. Making appropriations,
4. Implementing a local improvement district or confirming the assessments therefor,
5. Which is an emergency or special budget ordinance,
6. Which is an emergency ordinance, or
7. Which has been approved by the electors by referendum or initiative

shall become effective immediately upon passage.

- C. Ordinances signed by the Mayor, and the approved parts of ordinances that have been partially vetoed, will thereupon be filed with the Clerk for recording and publication if not already published.
- D. Ordinances not signed by the Mayor after ten (10) days will be filed with the Clerk for signature, recording and publication as necessary.

Rule 5.2 VETO

If, within ten (10) days of presentment, the Mayor vetoes an ordinance or part of an ordinance, the ordinance or part thereof, along with the veto message (if any), is returned to the City Council, which shall provide a copy to the City Clerk. The City Clerk shall schedule the matter for reconsideration for the next available Council meeting, if requested by a City Council Member. If, within thirty (30) days of the Mayor's veto or partial veto, the City Council overrides the veto, the ordinance shall be considered enacted on the date that the override occurs and shall take effect 30 days after enactment. Such ordinance will be signed by the Council President, Council President Pro Tem, or two Council Members and filed with the City Clerk for publication and recording. Any ordinance vetoed by the Mayor, and for which no veto override has been passed by the Council, may be resubmitted for Council approval as provided in Rule 2.19 (Reconsideration).

RULE 6 – COMMITTEES

Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP

A. There shall be four (4) standing committees, as follows:

1. Public Safety and Community Health;

2. Urban Experience;
3. Public Infrastructure, Environment and Sustainability;
4. Finance and Administration.

- B. All Council Members shall be members of each standing committee. Standing committee meetings shall be noticed as meetings of the Council where no legislative action shall occur.
- C. The Council President shall chair each study session, Briefing Session and Legislative Session of the City Council. All committee chairs and vice-chairs shall be determined by majority vote of the Council and shall preside over the meetings of their respective committees.
- D. Each standing committee shall have an executive committee comprised of three council members: the committee chair and the two (2) vice chairs. The Council shall confirm executive members of each standing committee by resolution adopted no later than the second meeting in January of each year or as soon thereafter as possible.

Rule 6.2 COMMITTEE PROCESS

- A. The purposes of standing committee meetings are first to provide Council Members an opportunity to discuss potential legislation publicly and second to provide the city administration and city staff an opportunity to update Council Members regarding department programs, plans, and other administrative activities and future City Council administrative items, to brief the Council on future legislative agenda items, and to discuss strategic initiatives with the City administration and measuring progress of these initiatives. Legislative agenda items should be in final or close to final draft form at the committee presentation. Council Members should also utilize standing committees to update each other on their board, committee, and commission assignments,
- B. All standing committees shall be video recorded and open to the public using the appropriate method (i.e., webcasting or streaming when physical presence is not possible due to law or regulation) except during such time as the committee is in executive session consistent with the OPMA. No public testimony is taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff and other individuals recognized by the committee. Upon motion of the City Council, a standing committee meeting may be conducted as a meeting of the full City Council, in which case, a special meeting notice shall be issued, and the meeting shall be conducted in a study session format. Administrative support for each committee will be provided by Council office staff.

C. Each committee shall meet monthly at 1:15 p.m. in the Council Chambers, except where cancelled or rescheduled to a different time at the discretion of the chair, in the following order:

1. Public Safety and Community Health: First Monday of each month
2. Urban Experience: Second Monday of each month
3. Public Infrastructure, Environment, and Sustainability: Third Monday of each month
4. Finance and Administration: Fourth Monday of each month
5. If there is a fifth Monday in a month, that date is reserved for an additional study session if needed and as convened by the Council President.
6. If a committee meeting falls on a scheduled City Holiday, the meeting will be canceled unless there is an available Monday without a scheduled committee that it can be rescheduled to.

D. Committee meeting agenda are formalized pursuant to Rule 2.10 (Agenda Process).

The regular order of business for committee meetings is determined by the committee chair.

E. Each item presented in committee must be accompanied by a briefing paper, using the Briefing Paper Template attached as an exhibit to these Rules, and any additional briefing or research documents necessary, unless waived in the particular case by the committee chair.

F. Each ordinance or resolution must be presented by the Council sponsor or their designee in the appropriate committee which corresponds to the subject matter of the ordinance or resolution before it may move forward for inclusion on the Council's legislative agenda. With written permission from both the Council President and one of the executive committee members of the standing committee under which the item would normally fall, this requirement may be met by conducting a presentation of the item in a regular Council study session which has been noticed as a public meeting.

G. By motion of the Council, any matter before the Council may be referred to a committee, except that no committee shall investigate the facts of, nor shall any member or members of the Council take independent action on, any pending or contemplated adjudicated matters.

Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS

Unless governed by other regulations, statutes, or ordinances, the nomination of the full slate of Council Members to inter-governmental committees or boards shall be made by the Council President, subject to confirmation by a majority of the City Council. All appointments shall be made consistent with the governmental documents creating the inter-governmental committee. The Council President shall appoint proxies to attend meetings when the assigned Council Member is unable to attend a meeting.

Rule 6.4 AD HOC COMMITTEES AND WORKING GROUPS

Council ad hoc committees, also known as working groups, with specified functions may be established for a designated term or for a specific task or to advise the Council on specific subject matter, by resolution. Unless specified in the resolution which created the ad hoc committee, matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee shall be determined by the committee itself. Working groups shall not include more than three Council Members unless the meetings of such a working group publishes notices of its meetings consistent with the OPMA.

Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS

City Council shall interview Mayoral nominees for appointment to boards and commissions prior to considering their appointment and shall take action on each such nomination in an open public meeting. Re-appointments do not require an interview unless requested by a Council Member.

RULE 7 – MISCELLANEOUS

Rule 7.1 COUNCIL POSITION VACANCY

- A. Upon receipt of a written notice of a vacancy or an impending vacancy of a City Council position other than that of Council President, the Council President or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the Council President set with concurrence of the Council.
- B. Upon the close of the deadline, each Council Member shall review the applications, interview on an individual basis whichever applicant(s) they desire to interview and send the Council President a prioritized list of who they believe should be interviewed by the entire City Council.
- C. The Council President shall compile the Council Members' prioritization of candidates to be interviewed and schedule the top-ranked candidates to be

interviewed by the entire City Council. Additional candidates may be selected for interviews by a majority vote of the Council. Once the slate of candidates to be interviewed by the entire council is announced, no Council Member may communicate with any candidate outside of the formal interview by the entire Council.

- D. The Council shall conduct interviews of each individual candidate selected for interviews in an open public meeting. No public comment is permitted in such public meetings.
- E. Upon completion of the interviews, the Council, pursuant to RCW 42.30.110(1)(h), may go into executive session to evaluate the qualifications of each candidate.
- F. The Council shall take final action by resolution appointing a candidate to fill the vacancy during an open public meeting.
- G. Provisions regarding the selection of a candidate for a City Council vacancy not set forth by these rules shall be determined by the City Council by motion during an open public meeting.
- H. If the Council President position becomes vacant, the City Council may elect to appoint one of the existing Council Members to fill the position of Council President without following the selection procedure set forth above. If, upon a motion of the City Council, the City Council decides to consider someone other than an existing Council Member to fill the vacant position of Council President, the City Council shall follow the selection procedure set forth above.

Rule 7.2 COUNCIL MEMBER DISCIPLINE

Council Members may be subject to disciplinary action only by motion adopted by the affirmative vote of five (5) members of the Council, taken in an open public meeting. Disciplinary action may be based on violation of these Rules, the City Ethics Code (SMC 01.04A), or any standards of behavior expected of elected officials, including apparent conflicts of interest, and may include, without limitation, censure, removal from membership on a standing committee, or removal from membership on an intergovernmental board or commission. Nothing in this rule shall be deemed to prevent the Council from adopting a non-binding resolution formally admonishing, rebuking or denouncing any other elected official, to the extent otherwise permitted by law.

Rule 7.3 COUNCIL STAFF

- A. Each Council Member has the sole authority to hire, direct, and discharge one legislative assistant.
- B. While all Council Members have the authority to direct a member of shared council office staff, pursuant to Charter Section 9 and SMC 02.005.030, the

City Council delegates the power to hire, supervise and discharge central Council office staff to the Council President, subject to reversal by a vote of the majority of the Council Members other than the Council President.

Rule 7.4 COUNCIL OFFICE BUDGET

- A. Any Council Member may propose to allocate funding from the approved Council office budget beyond that which is reserved for the salaries of Council Members, personal staff, and approved shared council office staff.
- B. All Council office budget allocation proposals over \$10,000 that differ from the adopted Council budget must be approved by the affirmative vote of four (4) Council Members at an open public meeting.
- C. On at least a quarterly basis, Council's Budget Manager shall make available to all Council Members a report on the status of and balances of all individual line items in the Council office budget. The Manager will also work with the Administration to pursue dashboard capability for public and Council review of all City budget line items.

Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION

- A. New Council Members and newly appointed staff shall receive on-boarding and orientation meetings and information within thirty (30) days of their swearing-in or appointment.
- B. Orientation materials shall be generated by shared Council Office Director in consultation with the Central Staff and shall consist of at least the following:
 - 1. Charter and Spokane Municipal Code overview;
 - 2. Overview of the city's budget process and statutory budget requirements;
 - 3. Overview of the Council rules of procedure and meeting process, including the process for public sign-up for testimony;
 - 4. Summary of often-cited parliamentary process (i.e., motions, decorum, etc.);
 - 5. Overview of all standing and outside boards and commissions to which Council Members are appointed, including their functions, history, and composition;
 - 6. Overview of policies and procedures relating to the publication of Council materials and use of social media; and .

7. Completion of open government training as set forth in Administrative Policy No. 0520-17-06 and RCW 42.30.205.

Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES

- A. A time commitment of approximately 30-50 hours per week is normally required to adequately fulfill the role of City Council Member.
- B. Unless excused by the Council President or committee chair, as applicable, Council Members must attend the following recurring engagements:
 1. City Council administrative and legislative sessions each Monday;
 2. Standing committee Meetings on Mondays as scheduled;
 3. Weekly study sessions, as scheduled by the Council President;
 4. Ad hoc working groups as assigned;
 5. Outside boards and commissions as assigned (typically between 6-9);
 6. Neighborhood Council meetings from their respective Council District on a regular basis but not necessarily every scheduled meeting (typically at least two a week district wide during each of the first three weeks of a month);
 7. Constituent meetings as necessary;
 8. Staff meetings as necessary;
 9. Other Council Member meetings as necessary; and
 10. Community events as time permits.
- C. Notwithstanding the provisions of this Rule, nothing in these Rules preclude the administration from providing onboarding and orientation as to the activities and procedures followed by administration staff.

Rule 7.7 CITY COUNCIL PLANNING

- A. Council shall consider annual Council Member appointment to boards, commissions, and committees by resolution no later than the second Council meeting of each calendar year.
- B. Council shall consider the Plan Commission's annual work program by resolution

no later than February 28 of each calendar year.

- C. Council shall consider annual changes to the Council Rules by resolution no later than February 28 of each calendar year. Additional adjustments to the rules may be made by resolution.
- D. The Council President or their designee shall schedule a Council Retreat annually prior to February 28 of each calendar year. Additional retreats may be scheduled throughout the year at the Council President's discretion.

Rule 7.8 LEGAL INQUIRIES

All inquiries by council members and council staff to the City Legal Department regarding City Charter provisions, any proposed or existing ordinance, any proposed or existing resolution, or any rule or procedure shall be directed to the appropriate attorney and the City Attorney with a copy sent to the City Council Policy Advisor and the City Council Office Director, who shall forward the Legal Department's response to the inquiry to the full council. All other inquiries may be directed to the City Attorney alone, and the response from the Legal Department to the individual council member's inquiries shall not be forwarded to the City Council Policy Advisor and City Council Office Director. All inquiries to and responses from the Legal Department, regardless how originated, shall remain confidential privileged communication unless the privilege is waived by the full council pursuant to its rules. During legislative debate or other public meetings, council members shall refrain from disclosing the content of legal advice provided by the City Legal Department or outside counsel, except to disclose (a) the fact that the City Legal Department was consulted on a matter, and (b) that based on said legal advice, the council member is adopting a particular position regarding the matter discussed with the City Legal Department. For example, the following statements would comply with this rule:

"I consulted with City Legal on this legislation, and I think the proposal needs more work before we adopt it."

"This resolution was forwarded to City Legal. Based on their review of this resolution, I am not supporting it."

"City Legal reviewed this contract. Therefore, from a legal standpoint I see no reason not to approve it."

Adopted by Resolution 2024-_____ (date)

Exhibits:

Briefing Paper template

(Exhibit)

Committee Agenda Sheet *Select Committee Name*

Committee Date	
Submitting Department	
Contact Name	
Contact Email & Phone	
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: Click or tap here to enter text.	
Current year cost:	
Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

12/27/2023

Clerk's File #

RES 2024-0004

Renews #**Cross Ref #****Council Meeting Date:** 01/08/2024**Submitting Dept**

HUMAN RESOURCES

Project #**Contact Name/Phone**

RYAN COUCH 6912

Bid #**Contact E-Mail**

RCOUCH@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

RESOLUTION APPOINTING ERIN HUT AS DIRECTOR OF COMMUNICATIONS

Agenda Wording

A resolution approving the appointment of Erin Hut as the Director of Communications and Marketing for the City of Spokane.

Summary (Background)

Erin Hut was selected for appointment to the position by Mayor Brown and is being presented for confirmation to Director of Communications and Marketing.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 141,148.80

Current Year Cost

\$ 141,148.80

Subsequent Year(s) Cost

\$ 141,148.80

Narrative**Amount****Budget Account**

Expense

\$ 141,148.80

tbd

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience

Submitting Department	Human Resources
Contact Name & Phone	Garrett Jones, 509-363-5462
Contact Email	gjones@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10_min._____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director Communications and Marketing
Summary (Background)	<ul style="list-style-type: none"> • <u>Appointment of Erin Hut as the Director of Communications and Marketing</u> <p>Erin Hut was selected for appointment to the position by Mayor Brown and is being presented for confirmation to Director of Communications and Marketing.</p>
Proposed Council Action & Date:	Confirm the Appointment of Erin Hut as the Director of Communications and Marketing.
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
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 Director of Communications and Marketing gathers and shares information to support and encourage open, transparent government and an informed community. This position plans, develops and implements all of the City's marketing strategies, communications and public relations activities. Responsible for articulating the City's desired image and assuring consistent communications that align with the City's strategic goals and values.	

RESOLUTION 2024 - 0004

A resolution approving the appointment of Erin Hut as the Director of Communications and Marketing for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Erin Hut as the Director of Communications and Marketing for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Erin Hut as the Director of Communications and Marketing for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

12/29/2023

Clerk's File #

RES 2024-0005

Renews #**Cross Ref #****Council Meeting Date:** 01/08/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

ZACK ZAPPONE 6256

Bid #**Contact E-Mail**

ZZAPPONE@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

ZZAPPONE BWILKERSON

Agenda Item Name

RESOLUTION APPOINTING MICHAEL PICCOLO AS SPOKANE CITY ATTORNEY

Agenda Wording

A resolution approving the appointment of Michael Piccolo as the City Attorney for the City of Spokane.

Summary (Background)

Michael Piccolo was selected for appointment to the position by Mayor Brown and is being presented for confirmation to City Attorney.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ tbd

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Expense

\$ tbd

tbd

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	1/8/2024
Submitting Department	City Council
Contact Name	Zack Zappone
Contact Email & Phone	zzappone@spokanecity.org
Council Sponsor(s)	<u>Zappone</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Council Confirmation of Mayoral Appointee – City Attorney
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Appointment of Michael Piccolo to City Attorney for the City of Spokane.</p> <p>Michael Piccolo was selected for appointment to the position by Mayor Brown and is being presented for confirmation to City Attorney.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
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? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	

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

RESOLUTION 2024 – 0005

A resolution approving the appointment of Michael Piccolo as the City Attorney for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Michael Piccolo as the City Attorney for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Michael Piccolo as the City Attorney for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

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

07/31/2023

Date Rec'd

7/12/2023

Clerk's File #

ORD C36421

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Cross Ref #**Contact Name/Phone**

ELDON BROWN X6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4700 – STREET VACATION OF CONKLIN STREET SOUTH OF 8TH AVENUE.

Agenda Wording

Vacation of Conklin St. south of 8th Ave as requested by Spokane Housing Authority.

Summary (Background)

At its legislative session held on June 26, 2023, the City Council set a hearing on the above vacation for July 31, 2023. Staff has solicited responses from all concerned parties.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MACDONALD, STEVEN

Study Session\OtherUrban Experience
Committee 6/12/23**Division Director**

MACDONALD, STEVEN

Council Sponsor

L. Kinnear & B. Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

smacdonald@spokanecity.org

For the Mayor

JONES, GARRETT

tpalmquist@spokanecity.org

Additional Approvals

edjohnson@spokanecity.org

Purchasing

ebrown@spokanecity.org

kkuchlenz@spokanecity.org

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: August 10, 2023

TO: Erik Johnson
Engineering Services

FROM: Terri Pfister, City Clerk

RE: Vacation of Conklin Street

Clerk's File No.
ORD C36421

Attached is a copy of Ordinance C36421 for the vacation of:

Conklin Street south of the south line of 8th Avenue and more particularly described in the ordinance

This ordinance was read for the first time on July 31, 2023, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

8/10/2023

Date

Precedent conditions have been met and Ordinance C36421 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 12/13/23



Vacating Streets, Alleys and Other Public Right-of-Ways



For both residential and commercial property owners, vacating an unused or unneeded street, alley or other public right-of-way can be a valuable option. If your property is adjacent to an unused street, you might consider a street vacation.

The below list of required items can be submitted in person on the 3rd floor of City Hall or can be mailed to the address listed at the bottom of this page.

(Applications must be for the entire block. Appropriate justification must be submitted with this application in order to deviate from this standard.)

Completed Vacation Application
The vacation application must be filled out and signed by the adjacent land owners.

Application Fee
The application fee for a right-of-way vacation is \$400.00.

Site Plan
A dimensioned site plan showing the conceptual layout of the vacated right-of-way after it has been vacated and developed. If the right-of-way is to remain the same after being vacated please indicate this on the site plan. If the vacation area abuts other right-of-ways, the site plan must show how the vacated right-of-way will be closed and how it will interact with the remaining right-of-way.

Written Narrative
A written narrative describing the purpose or reason for the proposed right-of-way vacation, a description of what is proposed for the vacated area, and a description of how the vacation is a benefit to the public.

- Responses to the Below Questions**
- Is the right-of-way no longer required for public use or access?
 - How will the use of the right-of-way change after it becomes private property.
 - Will the vacation result in any parcel of land being denied sole access to a public right-of-way?
 - Are there any utilities in the right-of-way and if so do you plan to relocate them? If the utilities are not relocated, the City will retain no-build easements in the final vacation ordinance for the purveyors.

Development Services Center

808 W. Spokane Falls Blvd, Spokane, WA 99201-3336
my.SpokaneCity.org • Phone: 509.625.6300 • Fax: 509.625.6822

1. The Application

An application requesting the vacation of a street, alley or other public right-of-way should be filed with the City of Spokane, Development Services Center on the Third Floor of City Hall (see application on back). The Development Services Center may be contacted at (509) 625-6300.

The application must be signed by the property owners representing at least 66 2/3% of the frontage bordering the right-of-way to be vacated. However, we recommend that you obtain 100% of the bordering property owners' signatures.

When the application is filed, a non-refundable fee of \$400.00 must also be paid to the City of Spokane.

2. Proposal Review

When the application is filed, the Development Services Center will review the vacation proposal and verify ownership. Copies of the application will be sent to all concerned City departments and private utilities requesting comments.

3. Public Hearing

After all comments are received and reviewed the Spokane City Council will set a date for a public hearing on the vacation request and notify property owners by mail. The applicant will need to post notices on the site of the proposed vacation.

Prior to the hearing, the Development Services Center will make a recommendation as to the vacation's feasibility to the City Council. The recommendation will include the specific requirements of the vacation, such as drainage, street closure and necessary easements.

The property owner is responsible for paying for the expense of closing the right-of-way. The cost may include removal and replacement of concrete, asphalt, and other items.

4. Payment for Land

Payment for vacated land falls into two categories: for right-of-way that was dedicated less than 25 years ago, the City of Spokane charges one-half the assessed value; for right-of-way that was dedicated more than 25 years ago, the full assessed value will be charged. The value will be based on the unimproved land value of the adjoining property(s), as determined by the Spokane County Assessor's Office.

5. City Council Action

If the City Council approves the vacation application at the public hearing, the Development Services Center will submit an ordinance to the Council for approval which outlines the terms and conditions of the vacation. The ordinance may retain easements for the construction, repair, and maintenance of public and private utilities and services.

When the applicant completes all conditions, final reading of the ordinance will be made.

The City does not determine ownership of the vacated area. It is determined by the original platting of the right-of-way. Typically this would mean that the property would go one-half to the adjoining properties on each side of the vacated area.

This process will take three to six months, possibly more, depending on the circumstances.



Date 01/10/2023

The full 60' width of South Conklin Street south of 8th Avenue

I hereby make application for the vacation of and the full ~308' length running north to south.

from 8th Avenue to South-side parcels

The reasons for the vacation are: The Spokane community's need for low-income housing for the elderly and disabled populations. This vacation allows for the more efficient use of parcels owned by the Spokane Housing Authority on either side of the unused right-of-way.

Public benefits to be derived from the vacation are: A more efficient organization of the site can be achieved using this right-of-way and incorporating it into the project.

Property Owner 1 Parcel Number 35204.0825
 Proponent's (Record Owner's) Signature 
 Print Name Executive Director-Spokane Housing Authority
 Email ppar@spokanehousing.org Phone Number 509-252-7139
 Office Use Lot _____ Block _____ Addition _____

Property Owner 2 Parcel Number 35204.0816
 Proponent's (Record Owner's) Signature 
 Print Name Executive Director-Spokane Housing Authority
 Email ppar@spokanehousing.org Phone Number 509-252-7139
 Office Use Lot _____ Block _____ Addition _____

Property Owner 3 Parcel Number 35204.0823
 Proponent's (Record Owner's) Signature 
 Print Name Executive Director-Spokane Housing Authority
 Email ppar@spokanehousing.org Phone Number 509-252-7139
 Office Use Lot _____ Block _____ Addition _____

Property Owner 4 Parcel Number 35204.0805
 Proponent's (Record Owner's) Signature 
 Print Name Grant Sanborn
 Email Karen Sanborn <kzsanborn1@hotmail.com> Phone Number 509-534-5313
 Office Use Lot _____ Block _____ Addition _____

Return completed application to:
City of Spokane, Development Services Center, 808 West Spokane Falls Boulevard, Spokane, WA 99201-3343

ISSUED SETS	NO.	DATE	DESCRIPTION
-------------	-----	------	-------------

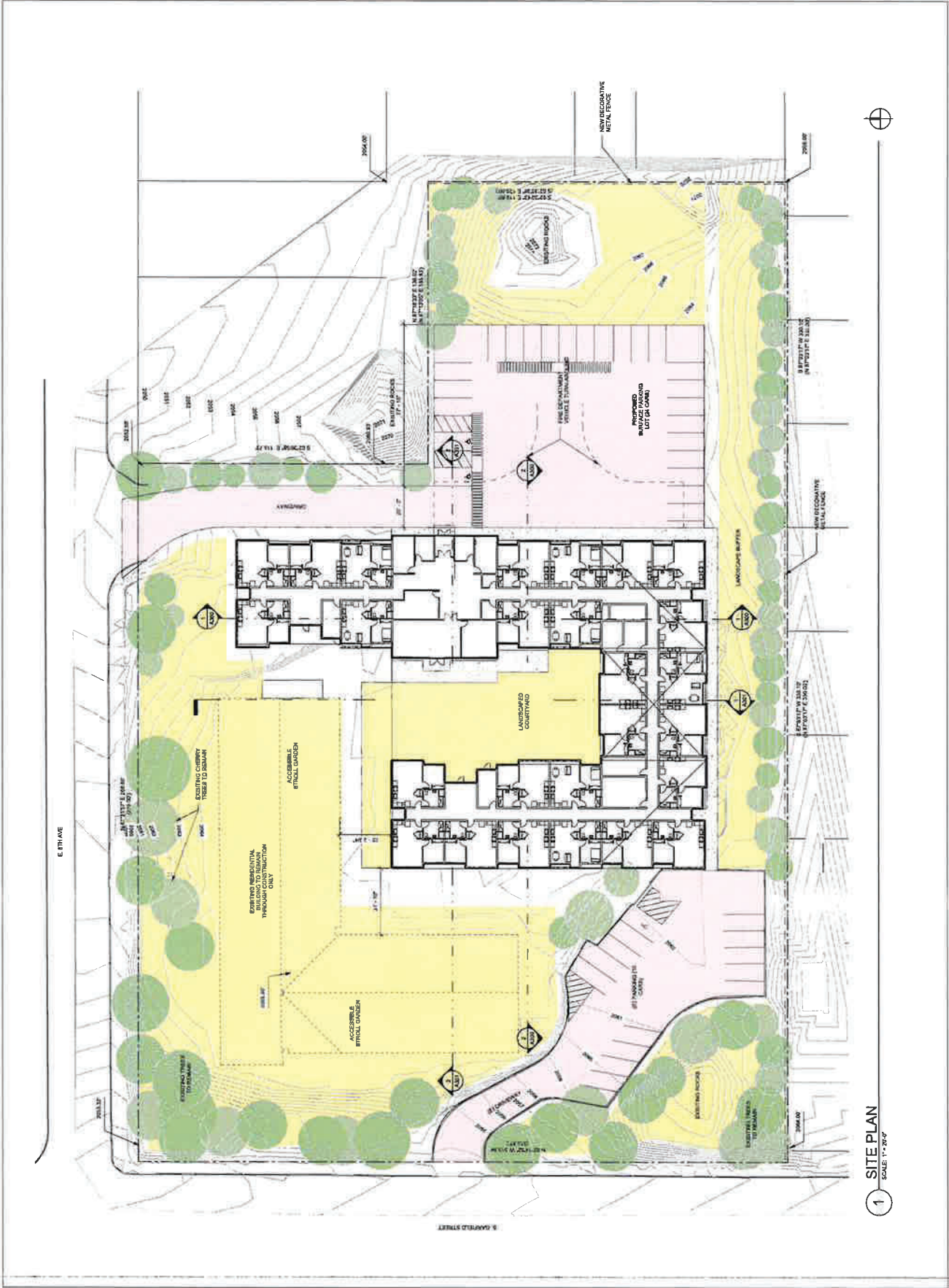
REVISIONS / NOTES	NO.	DATE	DESCRIPTION
-------------------	-----	------	-------------

DATE STAMP

TITLE
SITE PLAN

SALE #	
PROJECT #	
PERMIT #	
DRAWN	AJW/AV
CHECKED	CHS/AV
ISSUE DATE	12/28/18
JOB NO.	22036
SHEET NO.	

A001



1 SITE PLAN
SCALE: 1" = 20'



March 7th, 2023

City Council President and Members of the City Council
808 W Spokane Falls Blvd
Spokane, WA 99201

Dear Council President & Members of the City Council:

Subject: Conklin Street Vacation South of 8th Avenue - "NO COST" Justification

Background:

On the corner of 8th Avenue and Garfield Street in the Perry District, the Spokane Housing Authority (SHA) and their partners are proposing an enhanced multifamily development that will expand the housing options of two vulnerable populations. The proposed 64,000+ square foot, three story structure will provide 86 one-bedroom units of new, affordable housing for seniors and disabled households. The new building that is constructed will replace an aging 41-unit cinderblock structure built in 1972.

Our strategy minimizes disruption and relocation of the existing tenants by keeping the existing 41 unit apartment building operational during construction of the new building. Once constructed, the tenants will move to their new building and the old one will be demolished. Because of the need to eliminate disruption of the tenants and keep the existing apartment building in operation during construction, the undeveloped right of way needs to be acquired.

Usage:

There are only two entities who have a need to use this right of way: Mr. Sanborn, the neighbor adjacent to the subject property and SHA. In 2022, SHA acquired all parcels on either side of the right of way except for a portion of Mr. Sanborn's property on the north-eastern side of Conklin Street. The fact that Conklin Street is not a through street further limits the use by the broader community.

The proposed building will deliver 86 units of low-income housing to some of our most vulnerable population: the elderly and the disabled. Our plan ensures we continue to provide housing for this population, the same population that has been present on this site and in this neighborhood since 1972.

Added Cost of Our Approach:

The building as designed will use part of Conklin Street for the footprint of the building, for access to the new building's main entry, and to provide access to surface parking away from the street. A vacated Conklin Street will mean easier access to the entry and parking given the rise in elevation from

the sidewalk to the building. The single largest benefit of vacating the Conklin Street right of way is that it enables us to keep existing tenants and their apartment community in their homes as the new building is constructed. Organizing the site in this manner was an intentional decision by SHA and the design team. While the most affordable and timely route would have been to relocate tenants and demolish the existing building prior to construction, we felt keeping the households in place during construction was the more responsible choice. As such, this decision required SHA to purchase additional private land from Mr. Sanborn and will result in a longer construction period. Both contributing to increased costs for the project.

Collaboration:

As a neighbor to Hifumi-en for decades, Mr. Sanborn has been a supporter of the role Hifumi-en has played in providing affordable housing for the elderly and disabled. In mid-2021 we began working with him to acquire his vacant parcels with the understanding that we would be constructing a new and improved apartment community serving these populations.

For decades both SHA and Mr. Sanborn have maintained, cleaned, and monitored this undeveloped right-of-way known as Conklin Street. Incidences of illegal dumping and clearing weeds, grass and brush on the property have always been handled by these owners. In recent years, trees in the right-of-way felled by windstorms have been cleaned up and removed by the two neighbors. SHA and the adjacent property owner, Grant Sanborn support the requested vacation and would agree to take over ownership of the respective land. However, given their history of caretaking of the property and enabling a project such as this to happen because of their cooperation, they prefer to avoid spending funds to purchase the land.

Value proposition:

Here is a look at the value considerations for the proposed vacation.

- a. The vacated area dead-ends and is situated between the private ownership of SHA and Mr. Sanborn.
- b. The land is not encumbered by utilities and therefore can be built upon.
- c. The building footprint accommodated by this vacation allows the development to provide an additional 45 units available to seniors and the disabled in our community.
- d. Allows for a development approach that will not disrupt the vulnerable population in the current Hifumi-en apartments.
- e. No disruption to public utilities.
- f. It is presumed, based on discussions with Mr. Sanborn that he is not interested in paying for the land in question that fronts on his edge of Conklin Street. Given his willingness to sell his land, this act enabled this entire project to come to fruition. It is acknowledged that an easement for his access and for his parking along his edge of the to-be-vacated Conklin Street be memorialized via a parking/access easement.

In summary, we are requesting that the City vacate the requested undeveloped Conklin Street right-of-way at no cost to the applicant. Given the complexities and costs associated with keeping the current residents in place, because of the cooperation of the adjacent neighbor, and that the project will be

hindered without the no-cost vacation. Charging for any of these vacated lands, will push the burden directly to the new development and add additional costs to an important project in the community.

Thank you for your time, your consideration, and your service to our community.

Brian Jennings

Brian Jennings
Housing Development Director
Spokane Housing Authority

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36421

An ordinance vacating Conklin Street south of the south line of 8th Ave and more particularly described below,

WHEREAS, a petition for the vacation of Conklin Street south of the south line of 8th Ave and more particularly described below, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the following right-of-way is hereby vacated. Parcel number not assigned.

Conklin Street, in Block 8 of the plat of Hartson's Subdivision of Blocks 3-8 of Hartson and Townsends Addition to Highland Park Addition and between the south line of 8th Avenue and the north line of the plat of South Highland Park Addition.

Section 2. An easement is reserved and retained over and through the east thirty feet for the utility services of Avista Utilities to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

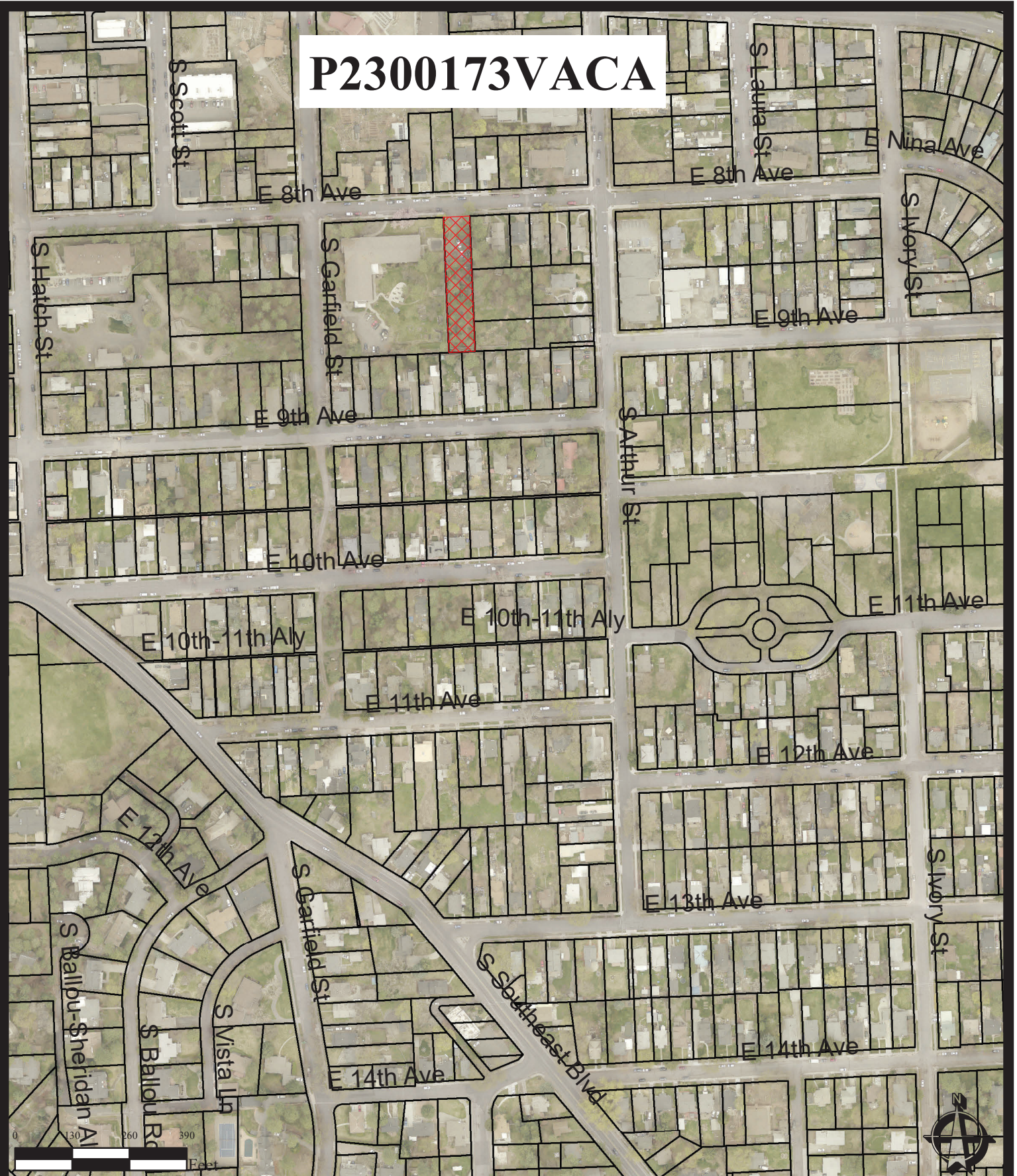
Assistant City Attorney

Mayor

Date: _____


Effective Date: _____

P2300173VACA



Right-of-way Description:
Proposed right-of-way vacation of Conklin Street south of 8th Avenue and in Block 8 of the Plat of Hartson's Subdivision of Blocks 3-8 of Hartson and Townsend Highland Park Addition

Legend

 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.





**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
June 12, 2023**

LOCATION: Conklin St. south of 8th Ave
PROPONENT: Spokane Housing Authority
PURPOSE: Low income housing
HEARING: July 31, 2023
REPORTS:

PRIVATE UTILITY COMPANIES

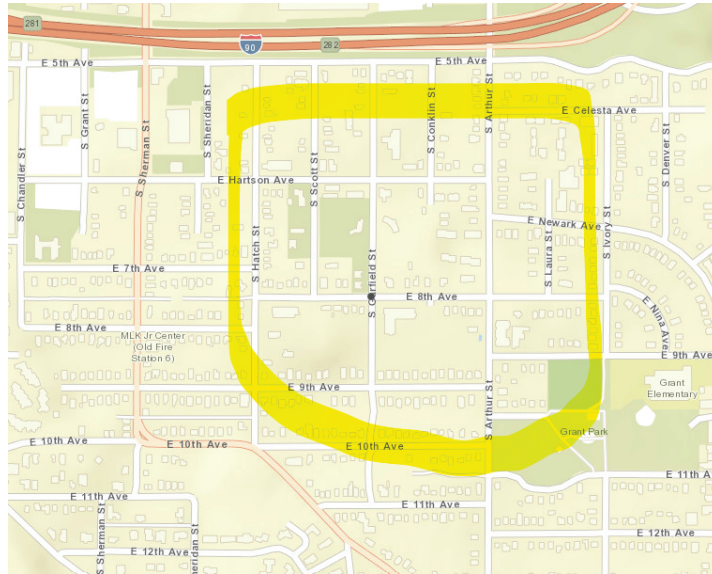
AVISTA UTILITIES – Avista request that the east thirty feet of Conklin Street be reserved for both existing and future planned facilities. Avista also request the west thirty feet be reserved in a separate easement to be released upon relocation of the existing utilities. Avista will relocate the existing utilities at the property owner’s expense and request an amendment to the ordinance once the existing utilities have been removed.

REVISED AVISTA COMMENTS

Avista request that the east thirty feet of Conklin Street be reserved for future facilities. Avista will not reserve easement over the west thirty feet as the existing utilities are planned for relocation to the east side of the right-of-way.

COMCAST – Comcast has distribution on the SE corner on Avista poles that we would need access for repairs or hooking up customers.

EXTENET – Extenet does not have assets within your project area. See the snapshot below.



INLAND POWER – Inland Power & Light has no facilities within the proposed vacation area.

LIGHT SPEED NETWORKS – No comments

LUMEN – Lumen has no objections to the proposed vacation. We do not have any facilities located in the right-of-way.

PORT OF WHITMAN – No comments

TDS TELECOM – No comments

VERIZON/MCI Metro - Verizon/MCI metro do not have facilities in this area.

WHOLESAIL NETWORKS – No issues for Wholesail as we have no facilities in this area.

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – Current Planning would require the Housing Authority to aggregate their parcels as a condition of this vacation. Currently they own the two vacant parcels east of the proposed ROW to be vacated. These parcels cannot be landlocked.

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT - No comments

INTEGRATED CAPITAL MANAGEMENT – No concerns

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concern with this vacation

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No concerns from 911. There are no active addresses assigned to this small section of S. Conklin St.

STREET DEPARTMENT – The Street Department has reviewed the document(s), and has no comments or objections.

WASTEWATER MANAGEMENT - Wastewater Management has no assets in the vacation area, however there is a catch basin on the southwest corner of 8th & Conklin. While this is technically outside the area that will be vacated, this vacation could lead to changes to the curb line. Those changes will require the catch basin be moved at the new owner's expense to insure street run off is handled and no private runoff goes to the basin. Provided on site run off is maintained and treated on site, and the above change to the catch basin location is handled, we have no objection to the proposed vacation.

WATER DEPARTMENT – Water has no assets in the proposed vacation area. No issues with the proposed vacation.

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

- a) An easement is to be reserved over the east 30 feet of the vacation area for Avista Utilities.
- b) The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$90,925.38 and is to be deposited to Budget Account #3200 49199 99999 39510.

- c) Alternatively, the applicant has submitted a letter to City Council requesting that a no cost vacation be considered.
- d) Closure work on the north end of the vacation area must be completed or bonded for prior to vacation finalization. This work is to include the following
 - a) Curb returns and the sidewalk adjacent to the returns must be removed and the entrance to the right-of-way must have full height curb and sidewalk across it. If private access is desired in the vacation area accessing 8th Ave, then driveway approaches must be installed.
 - b) The storm catchbasin on the SW corner must be addressed. The new curb across the entrance will impact this CB and it will need to be moved in accordance with an approved plan.
- c) That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2024.

Eldon Brown, P.E.
Principal Engineer – Developer Services



AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: July 31, 2023

Submitting Dept: DSC - Development Services Center Other:

Name of Staff Member Presenting to Council: Eldon Brown x6305

Agenda Type: First Reading Ordinance

Agenda Item Name: 4700 – Street Vacation of Conklin Street south of 8th Avenue.

Agenda Wording (250 Character Max): Vacation of Conklin St. south of 8th Ave as requested by Spokane Housing Authority.

Summary Background (500 Character Limit): At its legislative session held on June 26, 2023, the City Council set a hearing on the above vacation for July 31, 2023. Staff has solicited responses from all concerned parties.

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact: Neutral

If Revenue or Expense:

****** If the item is an expense, please complete & include an Expenditure Control Form with the other documents.

Council Notifications: Urban Experience Committee 6/12/23

****** City Council Sponsor: Lori Kinnear, Betsy Wilkerson

Any Additional Approvals Required:

Distribution List: I add the Submitter, Department Head, and Division Head to all agenda submittals.

edjohnson@spokanecity.org, ebrown@spokanecity.org, tpalmquist@spokanecity.org

PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE SUBMITTED WITH THE AGENDA ITEM



Agenda Sheet for City Council Meeting of:
12/04/2023

Date Rec'd	11/21/2023
Clerk's File #	ORD C36477
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	MICHELLE MURRAY 625-6320
Contact E-Mail	MMURRAY@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	5600 - SMC 07.19.010 CHANGE RELATING TO GRANTS

Agenda Wording
Finance is seeking a change to SMC 07.19.010 regarding the awarding of grants.

Summary (Background)
Divisions/Dept will be authorized to apply/accept grants below the Council authorization threshold (i.e. minor contract limits). For grant amounts above the authorization threshold, Divisions/Dept are permitted to apply without Council approval, but the acceptance of such award must be approved by the Council before the execution of documents committing the City to grant terms. Division/Dept will be required to provide a summary of the grant evaluation and ensure compliance with all terms.

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 11/20/2023
Division Director	STRATTON, JESSICA	Council Sponsor	CP Kinnear & CM Stratton
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	JONES, GARRETT		
Additional Approvals			
Purchasing			

Committee Agenda Sheet

Select Committee Name

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org / 625-6320
Council Sponsor(s)	CP Kinnear & CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	SMC 07.19.010 Change relating to Grants
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Finance is seeking a change to SMC 07.19.010 regarding the awarding of grants.</p> <p>Divisions/Departments will be authorized to apply and accept grants below the City Council authorization threshold (i.e. minor contract limits). For grant amounts above the authorization threshold, Divisions/Departments are permitted to apply without City Council approval, but the acceptance of such award must be approved by the City Council before the execution of documents committing the City to grant terms. Division/Departments will be required to provide a summary of the grant evaluation and ensure compliance with all terms.</p> <p>For any partnership arrangements, as defined in the draft ordinance, City Council must approve the application of a grant and the subsequent award for such grant.</p>
Proposed Council Action	Pass SMC change by December 4th
Fiscal Impact Total Cost: Click or tap here to enter text. 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. C36477

An ordinance relating to the grant acceptance process and amending SMC 07.19.010 of Title 07.19 of the Spokane Municipal Code.

WHEREAS, in 2014 the city council adopted Ordinance C-35189, adding SMC 07.19.010 to the Spokane Municipal Code and requiring city departments to secure city council approval before submitting grant applications; and

WHEREAS, the general purpose of C-35189 and SMC 07.19.010 was to ensure the City was not obligated to significant direct and indirect financial burdens associated with grants without the city council being fully informed of grant implications prior to the acceptance of funding by the city council, and to ensure the City of Spokane did not seek grants inconsistent with City of Spokane policies or legislative priorities; and

WHEREAS, SMC 07.19.010 has proved burdensome and time-consuming for city departments, especially for smaller scale grants, or grant applications with comparatively short application timelines; and

WHEREAS, the city council wishes to amend the Spokane Municipal Code so as to harmonize the sound policy decision behind SMC 07.19.010 with practical realities of grant application process, and thereby ensure that grant applications for larger grant awards continue to receive prior council review while relieving smaller grant applications of a cumbersome internal review process.

The City of Spokane does ordain:

Section 1. That SMC section 07.19.010 is amended to read as follows

Chapter 07.19.010 ((Approval of)) Grant ((Applications)) Acceptance

Section 07.19.010 ((Approval of)) Grant ((Applications)) Acceptance

~~((A. All applications for state or federal grants above the minor contract amount set forth in chapter 7.06 SMC submitted by or behalf of the City of Spokane shall be approved by the City Council prior to submission of the application either in conjunction with the adoption of the annual budget or subsequently as part of the city council's consent agenda.~~

- ~~B. The grants shall match up the specific project with the funding source. However, the submitting department may include with the adoption of the annual budget up to five projects with unmatched grants to account for unexpected grant opportunities.~~
- ~~C. The City Council may waive the requirement of having agenda items presented to City Council standing committees in order to place grant application documents on~~

~~the City Council agenda for unanticipated grants with a limited time period for acceptance.~~

~~D. The requirements in the subsection shall not apply to:~~

- ~~1. loans associated with the Washington State Public Works Trust Fund or other state or federal loan programs or~~
- ~~2. financial aid or funding programs that reimburse the City for expenses associated with the City's participation in emergency public safety programs such as reimbursements from the Federal Emergency Management Agency:))~~

A. For purposes of this Chapter, the following definitions apply:

1. The term "department" means the city department or division preparing and submitting a grant application.
2. The term "grant" means any opportunity for funding of City of Spokane projects and programs by federal, state, local or non-public funding sources, whether or not requiring matching or supplemental City of Spokane funds.
3. The term "grant amount" refers to the aggregate amount of the anticipated funding provided to the City under the grant, exclusive of any City matching amount or contribution, and regardless of the number of years of grant funding. Any grant requiring City matching amount or contribution above the minor contract amount set forth in SMC 7.06.060 shall be deemed above the minor contract amount.
4. The term "minor contract amount" means the maximum dollar amount to which the City may commit in any agreement without prior legislative approval, including, but not limited to, the amount set forth in SMC 07.06.060.
5. The term "partnership" means, regardless of how designated, any grant application in which the City (a) expects to share only a portion of the grant award, (b) expects to provide all or a portion of matching funds, including in-kind contributions and/or the use of city assets, for grant awards slated for other parties participating in the application, and/or (c) expects to provide personnel to ensure grant compliance for other parties participating in the application.

B. A department may apply for and accept grants with a grant amount below the minor contract amount without prior city council approval.

C. A department may apply for grants above the minor contract amount. However, each grant award above the minor contract amount must be approved by the city council before the execution of documents committing the City to grant terms,

conditions, and funding, and city council must be advised at time of council review of any city matching funds requirements. Department staff shall prepare materials necessary for council consideration and ensure that such materials are submitted consistent with city council rules of procedure.

D. The department must provide the city council with a summary of the grant evaluation that was conducted during the application process. Various elements of a grant evaluation include any future fiscal burden or long-term expenditures, additional and/or permanent staffing, staff support, indirect costs, local funding match, or in-kind match, and any other ongoing operating and maintenance impact.

E. Notwithstanding anything to the contrary in this section, city council approval is required prior to any grant application submitted in partnership with another organization (private or public) to obtain a letter of support. The City will not be bound by partnership grant award terms, conditions or funding not approved by the city council in advance.

F. If a budget appropriation is required for a grant, the department shall request a corresponding special budget ordinance at the same time as presentation of the grant for city council review and approval.

G. It is the responsibility of the department to ensure compliance with all grant terms and conditions, including, but not limited to, ensuring agreed-upon deliverables, preparing grant status reports, examining and tracking incurred costs, filing timely requests for reimbursements from grant funders, and following the specified close-out procedure provided by the grant funder. Departments shall depend on central accounting or finance for basic grant functions unless otherwise approved by the City's chief financial officer or his/her designee.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Discussion

Date Rec'd 12/22/2023

Clerk's File # ORD C36422

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept DEVELOPMENT SERVICES CENTER

Project #

Contact Name/Phone ELDON BROWN X6305

Bid #

Contact E-Mail EBROWN@SPOKANECITY.ORG

Requisition #

Agenda Item Type First Reading Ordinance

Council Sponsor(s) BWILKERSON ZZAPPONE

Agenda Item Name 4700-VAC ALLEY BETWEEN 4TH & 5TH, FROM WASHINGTON TO BERNARD -

Agenda Wording

Vacation of the alley between 4th & 5th, from Washington to Bernard as requested by Koz on West 4th, LLC.

Summary (Background)

At its legislative session held on 7/31/2023 the City Council approved this vacation subject to conditions and read the ordinance for the 1st time. In that ordinance, an easement was reserved over the entire vacation area. Since that time the applicant has completed the vacation conditions and a full easement is no longer required. New 1st reading of the revised ordinance is requested.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

PALMQUIST, TAMI

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

smacdonald@spokanecity.org

tpalmquist@spokanecity.org

ebrown@spokanecity.org

edjohnson@spokanecity.org

kkuchlenz@spokanecity.org

erivera@spokanecity.org

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: January 8, 2024

Submitting Dept: DSC - Development Services Center Other:

Name of Staff Member Presenting to Council: Eldon Brown x6305

Agenda Type: First Reading Ordinance

Agenda Item Name: 4700 – Street Vacation of the alley between 4th & 5th, from Washington to Bernard.

Agenda Wording (250 Character Max): Vacation of the alley between 4th & 5th, from Washington to Bernard as requested by Koz on West 4th, LLC.

Summary Background (500 Character Limit): At its legislative session held on 7/31/2023 the City Council approved this vacation subject to conditions and read the ordinance for the 1st time. In that ordinance, an easement was reserved over the entire vacation area. Since that time the applicant has completed the vacation conditions and a full easement is no longer required. New 1st reading of the revised ordinance is requested.

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact: Neutral

If Revenue or Expense:

**** If the item is an expense, please complete & include an Expenditure Control Form with the other documents.**

Council Notifications: Urban Experience Committee – 11/14/22

**** City Council Sponsor: Lori Kinnear, Betsy Wilkerson**

Any Additional Approvals Required:

Distribution List: I add the Submitter, Department Head, and Division Head to all agenda submittals.


edjohnson@spokanecity.org, ebrown@spokanecity.org, tpalmquist@spokanecity.org

**PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE
SUBMITTED WITH THE AGENDA ITEM**



**Right-of-way Description:
The alley between 4th Ave and 5th Ave,
From Washington St. to Bernard St.**

Legend

 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36422

An ordinance vacating the alley between 4th Avenue and 5th Avenue, from the east line of Washington Street to the west line of Bernard Street,

WHEREAS, a petition for the vacation of the alley between 4th Avenue and 5th Avenue, from the east line of Washington Street to the west line of Bernard Street, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between 4th Avenue and 5th Avenue, from the east line of Washington Street to the west line of Bernard Street and located within the NE Quarter of Section 19, Township 25 North, Range 43 East, W.M. is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the **entire west half of** the vacated area for the utility services of Avista Utilities, CenturyLink/Lumen, and Comcast to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

From: Kinnear, Lori
Sent: Fri, 5 May 2023 17:15:03 +0000
To: Johnson, Erik D.; Wilkerson, Betsy
Cc: Brown, Eldon; Allers, Hannahlee
Subject: RE: City Council Sponsors

I will sponsor for discussion. I will need a lot more information about this project prior to approval.
Thanks
lk

From: Johnson, Erik D. <edjohnson@spokanecity.org>
Sent: Friday, May 05, 2023 10:02 AM
To: Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>
Cc: Brown, Eldon <ebrown@spokanecity.org>
Subject: City Council Sponsors

Good morning,

Developer Services – Engineering is in need of City Council sponsors before scheduling an item at the next committee meeting.

Here is a little background

Property owners adjacent to the alley between 4th & 5th, from Washington to Bernard have applied to vacate the alley in order to accommodate a multifamily apartment building that would span across the alley. The project once completed would front on both 4th & 5th. They have applied for a right-of-way vacation and are requesting a hearing with City Council. Before setting the hearing, we would like to place this on the next PIES committee.

Attached you will find the right-of-way application documents and preliminary site plan showing what they would like to do.

Because the project location is within your district, would you both be willing to sponsor this item?

Thanks,



Erik Johnson | City of Spokane | Engineering Technician IV
Office 509.625.6445 | Cell 509.995.0870 | edjohnson@spokanecity.org

Development Services Center is open Monday-Friday 8 am – 5 pm in person, [online](#) or over the phone at 509.625.6300

From: Dillon, Paul
Sent: Tue, 19 Dec 2023 06:12:14 +0000
To: Johnson, Erik D.
Cc: Brown, Eldon; Wilkerson, Betsy; Ramos, Virginia
Subject: RE: City Council Sponsors

Apologies for the delay! Happy to get this moving.

Paul Dillon

Spokane City Councilmember District 2, Position 1
808 W. Spokane Falls Boulevard, Spokane, WA 99201-3335
Direct: (509) 625-6254 Cell: (509) 564-4569 Email: pdillon@spokanecity.org
This email is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to disclosure as a public record.

From: Johnson, Erik D. <edjohnson@spokanecity.org>
Sent: Monday, December 11, 2023 8:38 AM
To: Dillon, Paul <pdillon@spokanecity.org>
Cc: Brown, Eldon <ebrown@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>
Subject: FW: City Council Sponsors

Good morning Paul,

Developer Services – Engineering is in need of an additional City Council Sponsor. Lori Kinnear previously sponsored this item along with Betsy Wilkerson.

On July 31, 2023, Spokane City Council approved the vacation of an alleyway, subject to conditions and since that time the conditions have been met. (Please see attached documents)

In order to finalize the RW vacation, we need to place this item on the schedule at City Council for a new 1st and final reading of the ordinance. Would you be willing to sponsor this item?

Thanks,



Erik Johnson | City of Spokane | Engineering Technician IV
📞 Office 509.625.6445 | 📱 Cell 509.995.0870 | edjohnson@spokanecity.org

From: Wilkerson, Betsy <bwilkerson@spokanecity.org>
Sent: Friday, May 5, 2023 10:56 AM
To: Kinnear, Lori <lkinnear@spokanecity.org>; Johnson, Erik D. <edjohnson@spokanecity.org>
Cc: Brown, Eldon <ebrown@spokanecity.org>; Allers, Hannahlee <hallers@spokanecity.org>
Subject: RE: City Council Sponsors

Will sponsor also for discussion

From: Kinnear, Lori <lkinnear@spokanecity.org>

Sent: Friday, May 5, 2023 10:15 AM

To: Johnson, Erik D. <edjohnson@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>

Cc: Brown, Eldon <ebrown@spokanecity.org>; Allers, Hannahlee <hallers@spokanecity.org>

Subject: RE: City Council Sponsors

I will sponsor for discussion. I will need a lot more information about this project prior to approval.

Thanks

lk

From: Johnson, Erik D. <edjohnson@spokanecity.org>

Sent: Friday, May 05, 2023 10:02 AM

To: Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>

Cc: Brown, Eldon <ebrown@spokanecity.org>

Subject: City Council Sponsors

Good morning,

Developer Services – Engineering is in need of City Council sponsors before scheduling an item at the next committee meeting.

Here is a little background

Property owners adjacent to the alley between 4th & 5th, from Washington to Bernard have applied to vacate the alley in order to accommodate a multifamily apartment building that would span across the alley. The project once completed would front on both 4th & 5th. They have applied for a right-of-way vacation and are requesting a hearing with City Council. Before setting the hearing, we would like to place this on the next PIES committee.

Attached you will find the right-of-way application documents and preliminary site plan showing what they would like to do.

Because the project location is within your district, would you both be willing to sponsor this item?

Thanks,



Erik Johnson | City of Spokane | Engineering Technician IV

Office 509.625.6445 | **Cell** 509.995.0870 | edjohnson@spokanecity.org

Development Services Center is open Monday-Friday 8 am – 5 pm in person, [online](#) or over the phone at 509.625.6300