

## 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 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 June 3, 2024, meetings is below. All meetings will 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 June 3, 2024:**

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 997 25386; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

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

Testimony sign-up is open beginning at 5:00 p.m. on Friday, May 31, 2024, and ending at 6:00 p.m. on Monday, June 3, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on June 3, 2024. You must sign up by 6:00 p.m. to be called on to testify. (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 not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "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. Individuals speaking during the 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).

**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. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

**In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

**Rule 2.2 OPEN FORUM**

- A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) 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. “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. Absent permission of the chair, 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. 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.
- E. 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 [citycouncil2@spokanecity.org](mailto:citycouncil2@spokanecity.org). Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

**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**

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- 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, special considerations, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the clerk.
- E. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

#### **Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a 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. Testimony on a legislative item deferred to a future date certain shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral 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. 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](mailto: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.<sup>1</sup>

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

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 3, 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 LILI NAVARRETE**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER KITTY KLITZKE**

**COUNCIL MEMBER ZACK ZAPPONE**

**CITY COUNCIL CHAMBERS  
CITY HALL**

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

## **LAND ACKNOWLEDGEMENT**

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

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

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

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

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

## BRIEFING AND LEGISLATIVE SESSIONS

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. 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 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. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- 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/citycouncil/documents/>.



# **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)**

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# **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

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# **LEGISLATIVE SESSION**

**(6:00 P.M.)**

**(Council Reconvenes in Council Chamber)**

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

**(Announcements regarding Changes to the City Council Agenda)**

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# NO BOARDS AND COMMISSIONS APPOINTMENTS

## CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

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|--|----------------|--|
| <p>1. Low Bid of <u>(to be determined)</u> (City, ST) for 2024 Paving Unpaved Streets project—\$_____. An administrative reserve of \$____, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Deferred from May 13, 2024, Agenda, during the May 6, 2024, 3:30 p.m. Briefing Session) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)<br/><b>Dan Buller</b></p> | <p>Approve</p> | <p>OPR 2024-0351<br/>ENG 2024049<br/>ENG 2024050<br/>ENG 2024051</p> |
| <p>2. Low Bid of Shamrock Paving, Inc. (Spokane, WA) for 2024 Local Access Grind and Overlay project—\$1,573,000. An administrative reserve of \$157,300, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)<br/><b>Dan Buller</b></p>  | <p>Approve</p> | <p>OPR 2024-0430<br/>ENG 2024044</p>                                 |
| <p>3. Contract Amendment with PMTech, Inc. dba PMWeb, Inc. (Wakefield, MA) for continued professional services of the Capital Project Management Software—additional \$40,000. Total Contract Amount \$240,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)<br/><b>Dan Buller</b></p>   | <p>Approve</p> | <p>OPR 2019-0457<br/>ENG 2019139</p>                                 |

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| <p>4. <b>Consultant Agreement with Commonstreet Consulting, LLC (Seattle, WA) for real estate services regarding the Arterial Pedestrian Hybrid Beacons project from May 1, 2024, through October 31, 2024—\$55,240.27. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</b><br/> <b>Dan Buller</b></p>  | <p>Approve</p> | <p>OPR 2024-0431<br/>ENG 2022090</p> |
| <p>5. <b>Consultant Contract with David, Evans, and Associates (DEA) for the design of the Chestnut Street Bridge Scour Damage Repair project—\$388,923. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</b><br/> <b>Dan Buller</b></p>   | <p>Approve</p> | <p>OPR 2024-0432<br/>ENG 2022093</p> |
| <p>6. <b>Amendment to Value Blanket with ATS Inland Northwest, LLC (Spokane Valley, WA) for the standardized purchase of HVAC equipment, parts, sensors, control systems, and other HVAC system components and to tie in the Martin Luther King Jr. Community Center and the West Central Community Center’s HVAC controls and replacement/upgrade projects—additional \$350,000. Total Purchase Amount not to exceed: \$850,000. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)</b><br/> <b>Dave Steele</b></p> | <p>Approve</p> | <p>OPR 2023-0978</p>                 |
| <p>7. <b>Amendment to Master Installation Contract with ATS Inland Northwest, LLC (Spokane Valley, WA) for as-needed HVAC control system installation, replacement, and maintenance, to include installation of an HVAC system at the Martin Luther King Jr. and West Central Community Centers—additional \$395,680. Total Contract Amount not to exceed \$695,680. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)</b><br/> <b>Dave Steele</b></p>  | <p>Approve</p> | <p>OPR 2023-0979</p>                 |
| <p>8. <b>Recommendation to list the Wharton Building located at 411 West 1st Avenue on the Spokane Register of Historic Places. (Council Sponsors: Council Members Bingle, Klitzke, and Zappone)</b><br/> <b>Megan Duvall</b></p>  | <p>Approve</p> | <p>OPR 2024-0433</p>                 |
| <p>9. <b>Second Contract Amendment and Extension with Archbright Workplace Performance Experts (Seattle, WA) for operation support for the Human Resources Department from June 6, 2024, through September 6, 2024—additional \$30,000. Total Contract Amount: \$60,000. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Klitzke)</b><br/> <b>Michael Ormsby</b></p>   | <p>Approve</p> | <p>OPR 2024-0105</p>                 |

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|---|----------------|--------------------------------------|
| <p>10. <b>Contract with Washington State Department of Commerce to provide Connecting Housing to Infrastructure Program (CHIP) grant funding to construct utility improvements for affordable housing relating to the Hifumi En project. (Relates to Consent Agenda item No. 11) (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)</b><br/> <b>Nate Sulya</b></p>  | <p>Approve</p> | <p>OPR 2024-0434<br/>ENG 2022087</p> |
| <p>11. <b>Contract Assigning CHIP Grant to Spokane Housing Authority to support development of affordable housing by paying for utility infrastructure improvements for the Hifumi En project. (Relates to Consent Agenda item No. 10) (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)</b><br/> <b>Nate Sulya</b></p>  | <p>Approve</p> | <p>OPR 2024-0435<br/>ENG 2022087</p> |
| <p>12. <b>Program Administrator Contract with Spokane Neighborhood Action Partners for administration of the Water and Sewer Rehabilitation Program from June 1, 2024, through May 25, 2025—not to exceed \$500,000 (excluding tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</b><br/> <b>Nate Sulya</b></p>  | <p>Approve</p> | <p>OPR 2024-0436<br/>RFP 6018-23</p> |
| <p>13. <b>Shared Mobility Services Agreement with Neutron Holdings, Inc. dba Lime (San Fransisco, CA) for wheelshare services from June 1, 2024, through December 31, 2026. (Council Sponsors: Council Members Klitzke, Bingle, and Zappone)</b><br/> <b>Ryan Shea</b></p>  | <p>Approve</p> | <p>OPR 2024-0437<br/>RFP 5987-24</p> |
| <p>14. <b>Month-to-Month Contract Extension and Amendment D with The Salvation Army (Spokane) for shelter operations at the Trent Resource and Assistance Center (TRAC) from June 1, 2024, through September 30, 2024—not to exceed \$2,480,000 (or \$620,000 per month). Total contract amount not to exceed \$16,245,586. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)</b><br/> <b>Arielle Anderson</b></p> | <p>Approve</p> | <p>OPR 2023-0017</p>                 |
| <p>15. <b>Month-to-Month Contract Extension and Amendment C with Revive Counseling Spokane, PLLC, to provide counseling services at the TRAC Shelter to coincide with the extension of the operator contract with The Salvation Army—not to exceed \$199,999.96. Total contract amount not to exceed \$1,920,210.95. (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)</b><br/> <b>Arielle Anderson</b></p>        | <p>Approve</p> | <p>OPR 2022-0764</p>                 |

- 16. CHHS Board Recommendations for Department of Commerce Homeless, Housing, Operations, and Services funding allocations for contract term of three years (July 1, 2024, through June 30, 2027) and approval to allow CHHS to enter into contract agreements with the subrecipients—Total Award Recommendation: \$7,649,705. (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)  
**Arielle Anderson** Approve OPR 2024-0439
  
- 17. Report of the Mayor of pending: Approve & Authorize
  - a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2024, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_ Payments CPR 2024-0002
  
  - b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2024: \$\_\_\_\_\_ CPR 2024-0003
  
- 18. a. City Council Meeting Minutes: \_\_\_\_\_, 2024. Approve All CPR 2024-0013
  
- b. City Council Standing Committee Meeting Minutes \_\_\_\_\_, 2024.

# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C36520 American Rescue Plan Fund
  - 1) Reallocate part of the appropriation of \$60,000 that was previously allocated for the purpose of ADU Permits.
  - 2) Reallocate part of the appropriation of \$50,000 that was previously allocated for the purpose of Chief Recruitment.

- 3) Reallocate the appropriation of \$1,181,190.49 that was previously allocated for the purpose of Projects of City-Wide Significance.
- 4) Reallocate the appropriation of \$74,811.42 that was previously allocated for the purpose of EV Stations.
- 5) Reallocate the appropriation of \$1,793,921.82 that was previously allocated for the purpose of the Municipal Court Justice Building.
- 6) Reallocate the appropriation of \$1,300,000 that was previously allocated for the purpose of Youth Behavioral Health.
- 7) Decrease appropriation by \$474,885.63.
  - A) Of the decreased appropriation, \$474,885.63 is removed solely from other miscellaneous charges.
- 8) Of the reallocated appropriation, \$2,650,000 is provided solely to support a new housing model.
- 9) Of the reallocated appropriation, \$1,800,000 is provided solely to ensure adequate addiction treatment facilities.
- 10) Of the reallocated appropriation \$484,809.36 is provided solely to for the purpose of Childcare Center Capital Projects.

(This action arises from the need to re-allocate ARPA funding for other purposes.) (Ordinance and proposed amendments deferred from May 20, 2024, Agenda, during the May 13, 2024, 3:30 p.m. Briefing Session) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

**Matt Boston**

Wilkerson/Zappone Proposed Amendment:

- Request motion to amend previous version of Special Budget Ordinance C36520 with proposed updates filed May 10, 2024, and included in agenda packet under ORD C36520.

Bingle/Navarrete Proposed Amendment:

- Request motion to amend previous version of Special Budget Ordinance C36520 with proposed updates filed May 10, 2024, and included in agenda packet under ORD C36520.

**ORD C36524**

**Miscellaneous Grants Fund**

- 1) Increase revenue by \$6,081.
  - A) Of the increased revenue, \$6,081 is provided solely for grant revenue from WA Traffic Safety Commission for the Municipal Court department.
- 2) Increase appropriation by \$6,081.
  - A) Of the increased appropriation, \$2,100 is provided solely for airfare.
  - B) Of the increased appropriation, \$2,550 is provided solely for lodging.
  - C) Of the increased appropriation, \$630 is provided solely for registration.
  - D) Of the increased appropriation, \$801 is provided solely for per diem.

(This action arising from the award of WA Traffic Safety Commission’s reimbursable travel expenses grant.) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

**Sarah Thompson**

ORD C36525

Utility Billing Fund

- 1) Add one classified Executive Assistant position (from 0 to 1).
- 2) Increase appropriation by \$46,031.
  - A) Of the increased appropriation, \$46,031 is provided for base wages and associated employee benefits.

(This action arising from needed administrative assistance.) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

**Marlene Feist**

ORD C36526

Solid Waste Fund

- 1) Increase appropriation by \$730,614.
  - A) Of the increased appropriation, \$730,614 is provided solely for vehicles.

(This action arising from an administrative processing error of a purchase order.) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

**Chris Averyt**

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2024-0052 Approving settlement of claims of the Estate of Peterson Kamo—\$250,000. (Council Sponsors: Council Members Zappone and Klitzke)

**Michael Piccolo**

RES 2024-0053 Referred to as “Safe Streets Now!” and requesting the Mayor to direct the Public Works Department to implement adaptive design strategies for transportation infrastructure within the City of Spokane to be paid through the Traffic Calming Measures Fund. (Council Sponsors: Council Members Zappone, Klitzke, and Dillon)

**Council Member Zappone**

ORD C36516 Establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code. (As amended on May 6, 2024) (Deferred from May 20, 2024, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

**Council Members Cathcart and Bingle**

ORD C36523      Relating to residential rental properties and establishing cooling requirements, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.170 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)  
**Sarah Nuss**

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## **NO FIRST READING ORDINANCES**

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## **NO SPECIAL CONSIDERATIONS**

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## **NO HEARINGS**

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## **OPEN FORUM**

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <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.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. 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 other than items appearing on the Current or Advance Agendas, pending hearing items, and 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.

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**Motion to Approve Advance Agenda for June 3, 2024**  
**(per Council Rule 2.1.B)**

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**ADJOURNMENT**

The June 3, 2024, Regular Legislative Session of the City Council will be held and is adjourned to June 10, 2024.

**NOTE:** The June 10, 2024, 6:00 p.m. Legislative Session will be a Town Hall Session for the following neighborhoods (District 2): Cliff/Cannon, Comstock, East Central, Grandview/Thorpe, Latah/Hangman Valley, Lincoln Heights, Manito/Cannon Hill, Rockwood, Southgate, and West Hills. It will be held at the Martin Luther King Jr. Community Center, 500 S. Stone Street, in the multi-purpose room.

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**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlovmaster@spokanecity.org](mailto:mlovmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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**NOTES**

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

3/26/2024

**Clerk's File #**

OPR 2024-0351

**Renews #****Cross Ref #****Council Meeting Date:** 05/13/2024**Submitting Dept**

ENGINEERING SERVICES

**Project #**

2024049,50,51

**Contact Name/Phone**

DAN BULLER 625-6700

**Bid #****Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Engineer Construction Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

0370-LOW BID AWARD - 2024 PAVING UNPAVED STREETS (2024049) TO BE

**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for 2024 Paving Unpaved Streets - \$\_\_. An administrative reserve of \$\_\_, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

**Summary (Background)**

On \_\_\_\_, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_, which is \$\_\_ or % (above/below) the Engineer's Estimate of \_\_. \_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative****Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



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

### Agenda Wording

### Summary (Background)

#### **Approvals**

<b>Approvals</b>		<b>Additional Approvals</b>	
<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>	PICCOLO, MIKE		

#### **Distribution List**

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

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2024 Paving Unpaved Streets
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>This project paves the various currently unpaved streets shown in the attached exhibit.</li> <li>The paving to be done is strip paving – no curbing, no sidewalk, no street trees, etc. per city council established program guidelines.</li> <li>This project is funded with TBD and local impact fees.</li> <li>Work is planned for construction later this spring and summer.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$0.6M</u></p> <p>    Current year cost: \$0.6M</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> 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><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input 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? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <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>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>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</li> <li>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</li> </ul>	

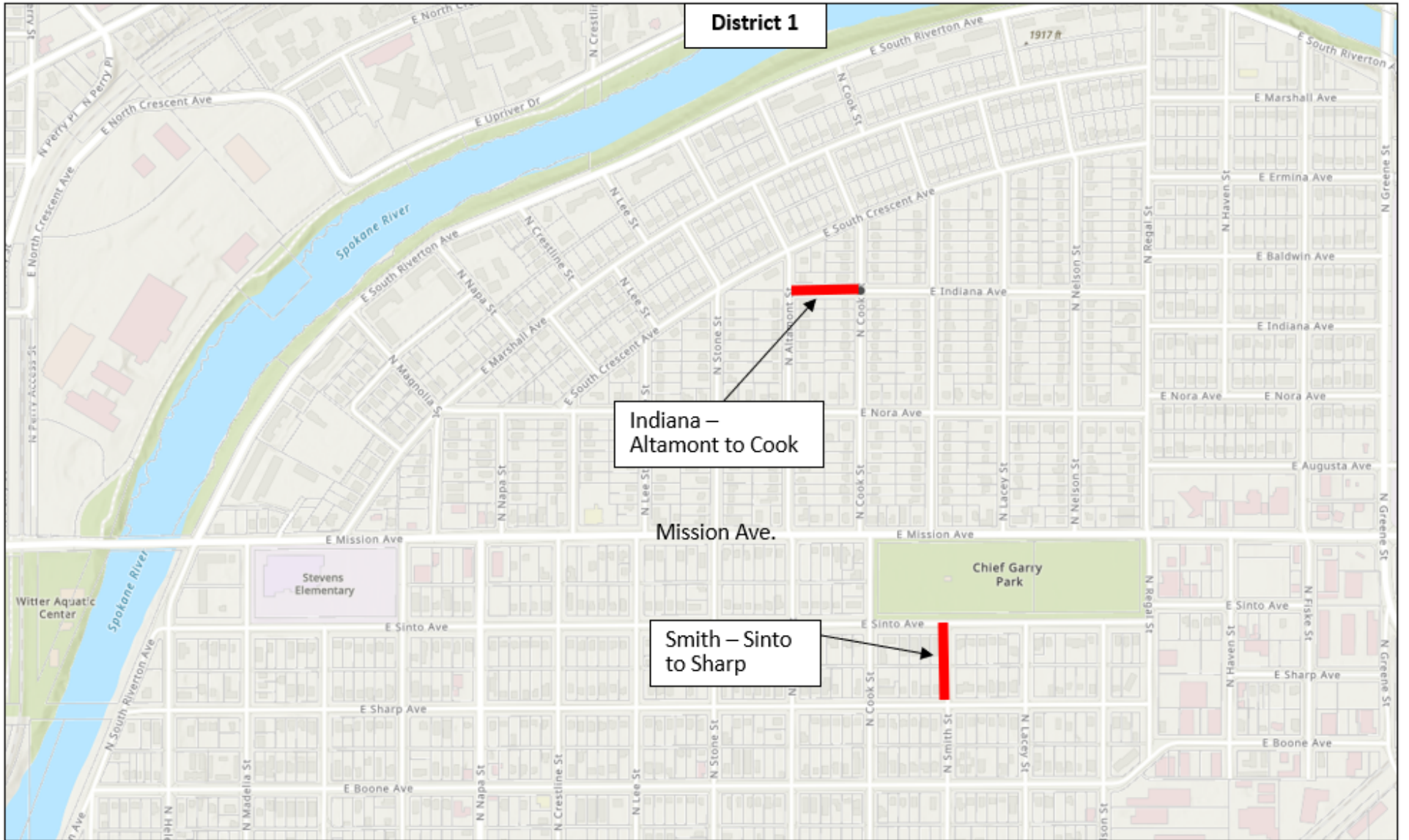
policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

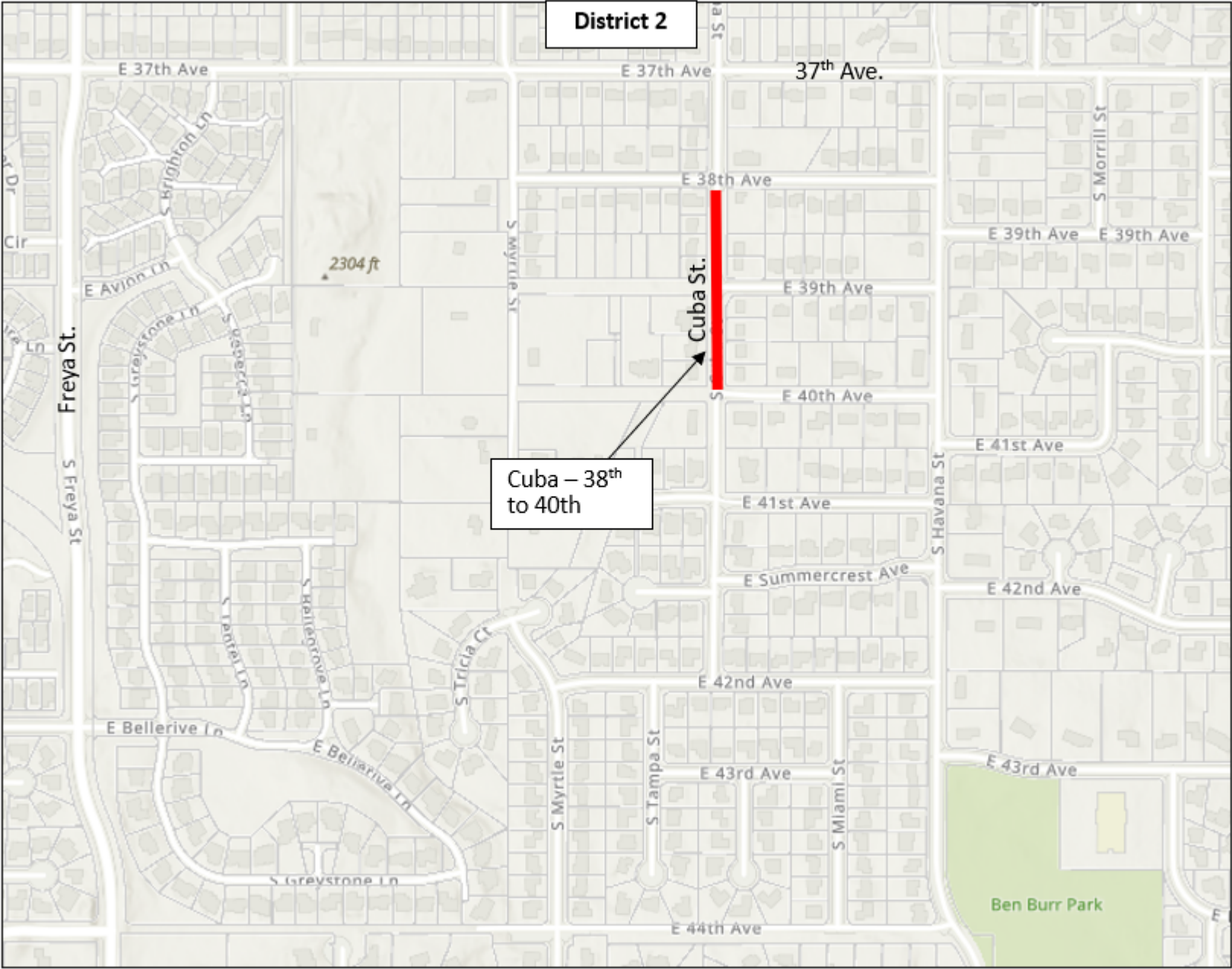


**District 1**

**Indiana –  
Altamont to Cook**

Mission Ave.

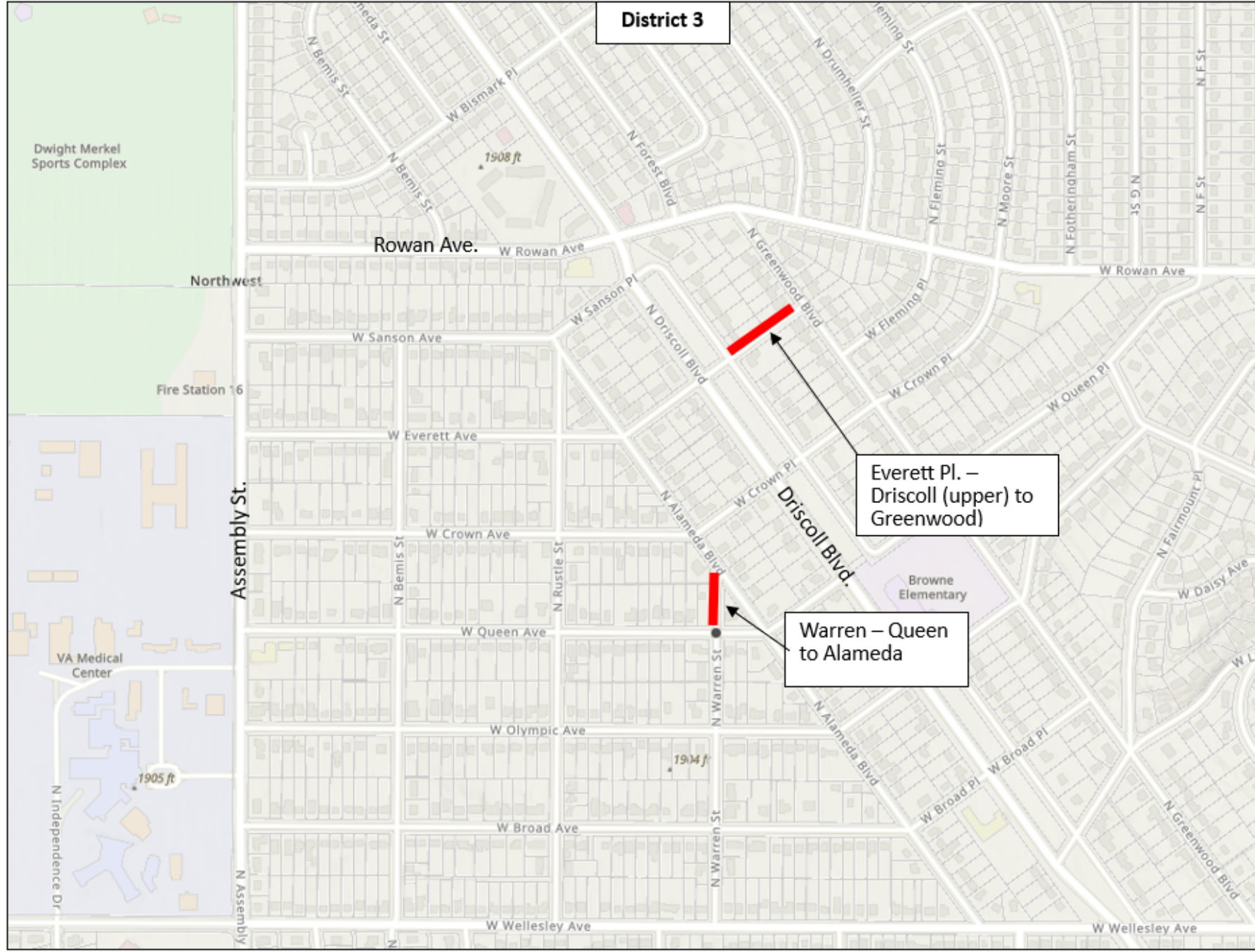
**Smith – Sinto  
to Sharp**



District 2

Cuba - 38th to 40th

Ben Burr Park



District 3

Everett Pl. -  
Driscoll (upper) to  
Greenwood

Warren - Queen  
to Alameda

Dwight Merkel  
Sports Complex

Fire Station 16

VA Medical  
Center

Browne  
Elementary

District 3

Rowan Ave.

Northwest

Assembly St.

1905 ft

1908 ft

1914 ft





**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd** 5/22/2024

**Clerk's File #** OPR 2024-0430

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 06/03/2024

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Project #</b>	2024044
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<b>Contact Name/Phone</b>	DAN BULLER 625-6271	<b>Bid #</b>	
---------------------------	---------------------	--------------	--

<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Requisition #</b>	
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<b>Agenda Item Type</b>	Engineer Construction Contract		
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<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	0370-LOW BID AWARD-2024 LOCAL ACCESS GRIND & OVERLAY(2024044)		
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**Agenda Wording**

Low Bid of Shamrock Paving, Inc (Spokane, WA) for 2024 Local Access Grind and Overlay - \$1,573,000.00. An administrative reserve of \$157,300.00, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

**Summary (Background)**

On May 20, 2024, bids were opened for the above project. The low bid was from Shamrock Paving, Inc., in the amount of \$1,573,000.00, which is \$151,432.75 or 8.78% below the Engineer's Estimate of \$1,724,432.75. Two other bids were received as follows: Inland Infrastructure LLC - \$1,648,500.00, and Inland Asphalt Company - \$1,797,777.00.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 1,730,300
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Current Year Cost	\$
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Subsequent Year(s) Cost	\$
-------------------------	----

**Narrative**

**Amount**

**Budget Account**

Expense	\$ 1,730,300	# 1990 49809 42300 54201 21046
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



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

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

BULLER, DAN

##### Division Director

MILLER, KATHERINE E

##### Accounting Manager

ORLOB, KIMBERLY

##### Legal

HARRINGTON,

##### For the Mayor

#### **Additional Approvals**

#### **Distribution List**

Scott Willms scottw@shamrockpaving.us

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

pyoung@spokanecity.org

jgraff@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2024 Local Access Grind & Overlay
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>The project shown on the attached pages is the annual local access grind and overlay project funded by the transportation benefit district.</li> <li>This project was formerly known as the residential grind &amp; overlay. While paving primarily residential streets, sometimes included streets are non-arterial streets in commercial areas and thus the name change to “local access chip seal”.</li> <li>Curb ramps will also be upgraded.</li> <li>Total length of street between both projects is approx. 1.4 miles.</li> <li>Residents will have access to their homes during construction which will occur this summer/fall.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1.5M</u>  Current year cost: \$1.5M  Subsequent year(s) cost:</p> <p><b>Narrative:</b> 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><b>Funding Source</b>    <input checked="" 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? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <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>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>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.</li> <li>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?</li> </ul>	

N/A

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

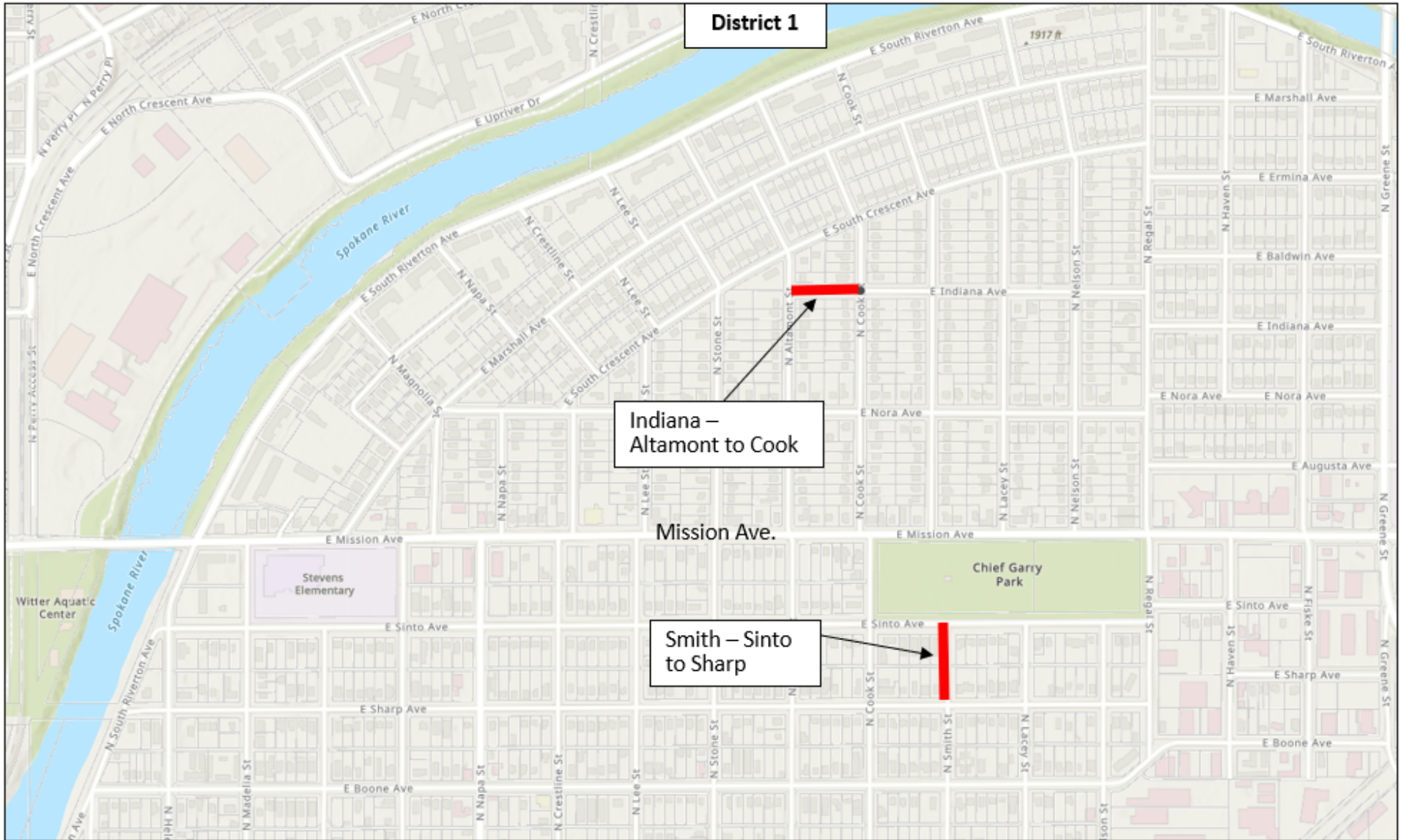
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



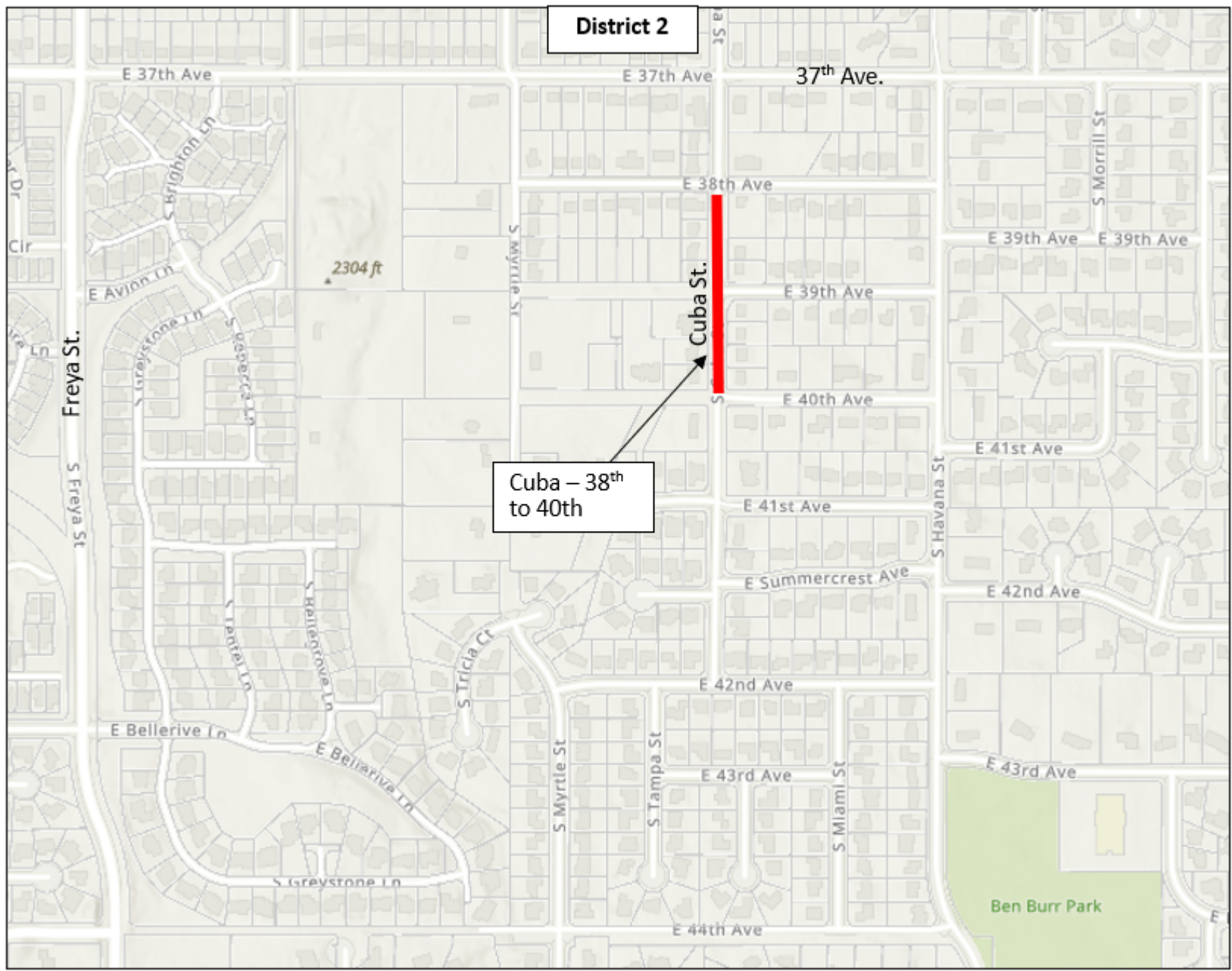
District 1

Indiana –  
Altamont to Cook

Mission Ave.

Smith – Sinto  
to Sharp

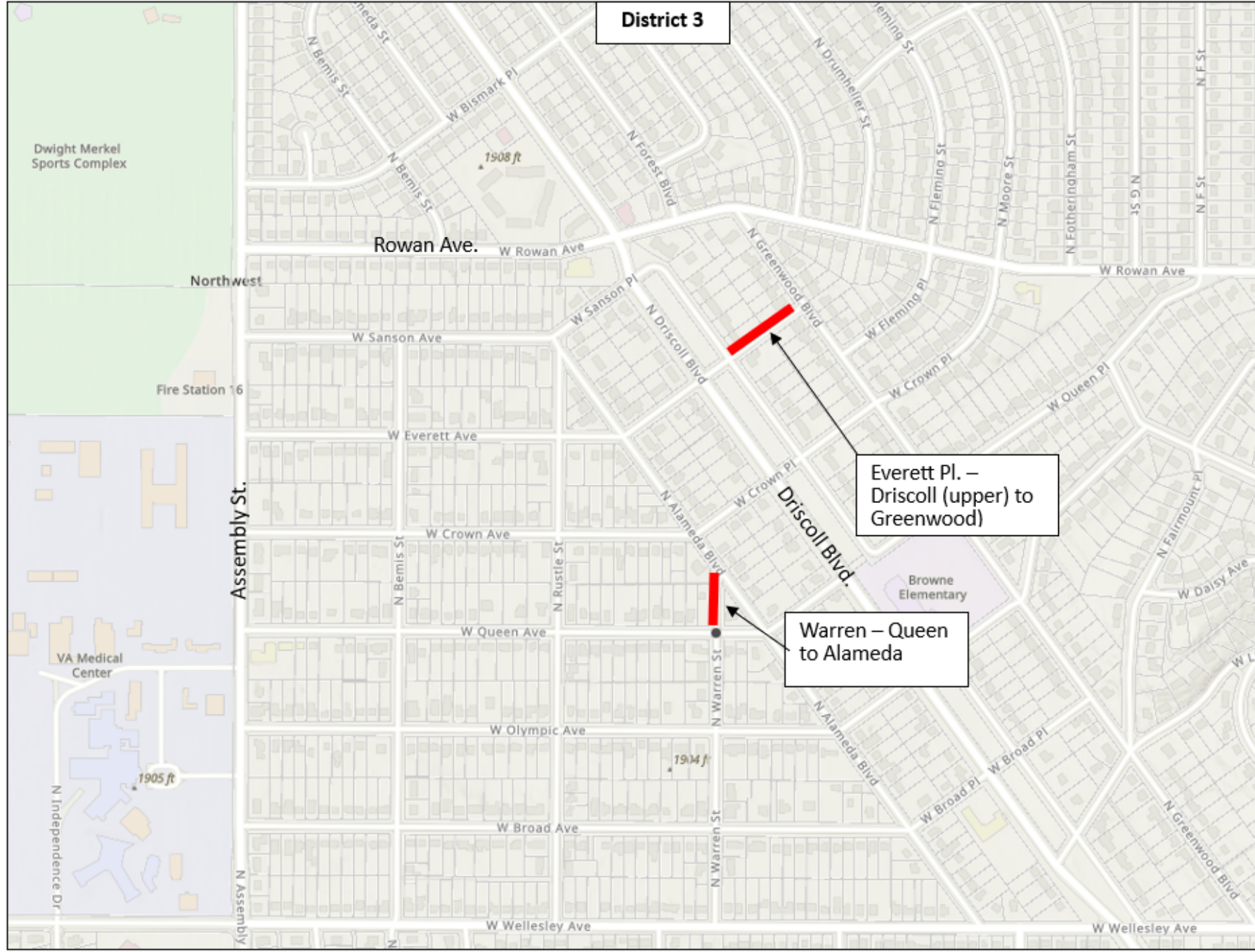
District 2



Cuba – 38<sup>th</sup>  
to 40<sup>th</sup>

Ben Burr Park

2304 ft



District 3

Everett Pl. -  
Driscoll (upper) to  
Greenwood

Warren - Queen  
to Alameda

Dwight Merkel  
Sports Complex

Northwest

Fire Station 16

VA Medical  
Center

Browne  
Elementary

1908 ft

1914 ft

1905 ft



City of Spokane  
**PUBLIC WORKS CONTRACT**  
Title: **2024 LOCAL GRIND & 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 **2024 LOCAL GRIND & 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 2024, 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. 2024044 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 \$1,573,000.00, 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. 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 attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

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

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

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

18. EXECUTIVE ORDER 11246.

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

a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
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
- 24-097

**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 FIVE HUNDRED SEVENTY-THREE THOUSAND AND NO/100 DOLLARS (\$1,573,000.00)** 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 **2024 LOCAL GRIND & 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 FIVE HUNDRED SEVENTY-THREE THOUSAND AND NO/100 DOLLARS (\$1,573,000.00)** 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 **2024 LOCAL GRIND & 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	ESTIMATE D QUANTITIE S	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 8,000.00	\$ 8,000.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 16,000.00	\$ 16,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 1,000.00	\$ 1,000.00
5	POTHOLING	10.00 EA	\$ 700.00	\$ 7,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 25,000.00	\$ 25,000.00
7	MOBILIZATION	1.00 LS	\$ 152,432.55	\$ 152,432.55
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 175,000.00	\$ 175,000.00
9	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	\$ 1.00	\$ 5,000.00
10	SEQUENTIAL ARROW SIGNS	20.00 HR	\$ 6.30	\$ 126.00
11	TYPE III BARRICADE	115.00 EA	\$ 52.50	\$ 6,037.50
12	CLEARING AND GRUBBING	1.00 LS	\$ 14,000.00	\$ 14,000.00

13	TREE ROOT TREATMENT	13.00 EA	\$	800.00	\$	10,400.00
14	TREE PROTECTION ZONE	11.00 EA	\$	200.00	\$	2,200.00
15	REMOVE TREE, CLASS I	2.00 EA	\$	350.00	\$	700.00
16	TREE PRUNING	77.00 EA	\$	240.00	\$	18,480.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	7,500.00	\$	7,500.00
18	REMOVE EXISTING CURB	1,258.00 LF	\$	17.85	\$	22,455.30
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	535.00 SY	\$	47.25	\$	25,278.75
20	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1.00 EA	\$	400.00	\$	400.00
21	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	128.00 LF	\$	20.00	\$	2,560.00
22	SAWCUTTING CURB	104.00 EA	\$	45.00	\$	4,680.00
23	SAWCUTTING RIGID PAVEMENT	1,924.00 LFI	\$	1.25	\$	2,405.00
24	SAWCUTTING FLEXIBLE PAVEMENT	11,251.00 LFI	\$	0.50	\$	5,625.50
25	REMOVE AND DISPOSE OF TROLLEY RAILS	100.00 LF	\$	53.00	\$	5,300.00
26	REMOVE UNSUITABLE FOUNDATION MATERIAL	40.00 CY	\$	54.00	\$	2,160.00
27	REPLACE UNSUITABLE FOUNDATION MATERIAL	40.00 CY	\$	114.00	\$	4,560.00
28	CSTC FOR SIDEWALK AND DRIVEWAYS	33.00 CY	\$	650.00	\$	21,450.00

29	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK	25,475.00 SY	\$	12.75	\$	324,806.25
30	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	800.00 TON	\$	123.00	\$	98,400.00
31	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	10.00 TON	\$	400.00	\$	4,000.00
32	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	1,502.00 SY	\$	38.00	\$	57,076.00
33	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,502.00 SY	\$	36.00	\$	54,072.00
34	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	12,687.00 SY	\$	4.70	\$	59,628.90
35	PLANING BITUMINOUS PAVEMENT - TAPER	4,901.00 SY	\$	6.25	\$	30,631.25
36	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
37	CEMENT CONCRETE CURB WALL	200.00 LF	\$	79.00	\$	15,800.00
38	COMPACTION PRICE ADJUSTMENT	15,900.00 EST	\$	1.00	\$	15,900.00
39	CATCH BASIN TYPE 1	1.00 EA	\$	3,650.00	\$	3,650.00
40	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	6.00 EA	\$	1,300.00	\$	7,800.00
41	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	10.00 EA	\$	1,350.00	\$	13,500.00
42	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	9.00 EA	\$	1,400.00	\$	12,600.00
43	MH OR DW FRAME AND COVER (STANDARD)	22.00 EA	\$	1,450.00	\$	31,900.00

44	VALVE BOX AND COVER	31.00 EA	\$	975.00	\$	30,225.00
45	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	13.00 EA	\$	800.00	\$	10,400.00
46	CLEANING EXISTING DRAINAGE STRUCTURE	22.00 EA	\$	500.00	\$	11,000.00
47	TRENCH SAFETY SYSTEM	1.00 LS	\$	4,480.00	\$	4,480.00
48	PLUGGING EXISTING PIPE	22.00 EA	\$	165.00	\$	3,630.00
49	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	2,240.00	\$	2,240.00
50	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	246.00 LF	\$	138.00	\$	33,948.00
51	ESC LEAD	1.00 LS	\$	1,000.00	\$	1,000.00
52	INLET PROTECTION	143.00 EA	\$	90.00	\$	12,870.00
53	STREET CLEANING	36.00 HR	\$	290.00	\$	10,440.00
54	TOPSOIL TYPE A, 2 INCH THICK	17.00 SY	\$	13.00	\$	221.00
55	SOD INSTALLATION	17.00 SY	\$	32.00	\$	544.00
56	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	16,500.00	\$	16,500.00
57	CEMENT CONCRETE CURB	1,286.00 LF	\$	52.50	\$	67,515.00
58	CEMENT CONCRETE DRIVEWAY	26.00 SY	\$	170.00	\$	4,420.00
59	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	3,500.00	\$	3,500.00

60	REFERENCE AND REESTABLISH SURVEY MONUMENT	30.00 EA	\$	350.00	\$	10,500.00
61	MONUMENT FRAME AND COVER	1.00 EA	\$	950.00	\$	950.00
62	CEMENT CONCRETE SIDEWALK	532.00 SY	\$	85.00	\$	45,220.00
63	RAMP DETECTABLE WARNING	432.00 SF	\$	37.00	\$	15,984.00
64	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	10,000.00	\$	10,000.00
65	PAVEMENT MARKING - DURABLE HEAT APPLIED	146.00 SF	\$	13.00	\$	1,898.00
<b>Schedule A-1 Subtotal</b>						\$ <u>1,573,000.00</u>
<b>Summary of Bid Items</b>						<b>Bid Total</b> \$ <u>1,573,000.00</u>



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

**Project Number**      2024044

**Project Description**      2024 Local Access Grind and Overlay

**Original Date**

5/20/2024 2:01:00 PM

<b>Project Number: 2024044</b>			<b>Engineer's Estimate</b>		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		INLAND ASPHALT COMPANY (Submitted)	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Tax Classification**

<b>Schedule 01</b>										
Sales tax shall be included in unit prices										
1	ADA FEATURES SURVEYING	1 LS	3,000.00	3,000.00	8,000.00	\$8,000.00	3,000.00	\$3,000.00	13,500.00	\$13,500.00
2	APPRENTICE UTILIZATION	1 LS	7,000.00	7,000.00	16,000.00	\$16,000.00	20,000.00	\$20,000.00	37,800.00	\$37,800.00
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	SPPC PLAN	1 LS	1,000.00	1,000.00	1,000.00	\$1,000.00	3,563.00	\$3,563.00	500.00	\$500.00
5	POTHOLING	10 EA	500.00	5,000.00	700.00	\$7,000.00	820.00	\$8,200.00	1,200.00	\$12,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	25,000.00	\$25,000.00	20,000.00	\$20,000.00	10,900.00	\$10,900.00
7	MOBILIZATION	1 LS	150,000.00	150,000.00	152,432.55	\$152,432.55	165,000.00	\$165,000.00	202,181.20	\$202,181.20
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	100,000.00	100,000.00	175,000.00	\$175,000.00	170,000.00	\$170,000.00	216,400.00	\$216,400.00
9	WORK ZONE SAFETY CONTINGENCY	5000 FA	1.00	5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
10	SEQUENTIAL ARROW SIGNS	20 HR	20.00	400.00	6.30	\$126.00	3.00	\$60.00	11.30	\$226.00
11	TYPE III BARRICADE	115 EA	75.00	8,625.00	52.50	\$6,037.50	100.00	\$11,500.00	45.30	\$5,209.50
12	CLEARING AND GRUBBING	1 LS	10,000.00	10,000.00	14,000.00	\$14,000.00	8,400.00	\$8,400.00	11,400.00	\$11,400.00
13	TREE ROOT TREATMENT	13 EA	750.00	9,750.00	800.00	\$10,400.00	725.00	\$9,425.00	691.00	\$8,983.00
14	TREE PROTECTION ZONE	11 EA	300.00	3,300.00	200.00	\$2,200.00	285.00	\$3,135.00	272.00	\$2,992.00
15	REMOVE TREE, CLASS I	2 EA	700.00	1,400.00	350.00	\$700.00	740.00	\$1,480.00	708.00	\$1,416.00
16	TREE PRUNING	77 EA	350.00	26,950.00	240.00	\$18,480.00	260.00	\$20,020.00	250.00	\$19,250.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	20,000.00	20,000.00	7,500.00	\$7,500.00	10,000.00	\$10,000.00	11,300.00	\$11,300.00
18	REMOVE EXISTING CURB	1258 LF	9.50	11,951.00	17.85	\$22,455.30	12.00	\$15,096.00	19.25	\$24,216.50
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	535 SY	21.00	11,235.00	47.25	\$25,278.75	28.00	\$14,980.00	51.00	\$27,285.00
20	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1 EA	1,200.00	1,200.00	400.00	\$400.00	1,400.00	\$1,400.00	5,600.00	\$5,600.00
21	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	128 LF	20.00	2,560.00	20.00	\$2,560.00	15.00	\$1,920.00	68.00	\$8,704.00
22	SAWCUTTING CURB	104 EA	30.00	3,120.00	45.00	\$4,680.00	30.00	\$3,120.00	48.10	\$5,002.40
23	SAWCUTTING RIGID PAVEMENT	1924 LFI	1.50	2,886.00	1.25	\$2,405.00	1.00	\$1,924.00	1.10	\$2,116.40
24	SAWCUTTING FLEXIBLE PAVEMENT	11251 LFI	0.75	8,438.25	0.50	\$5,625.50	1.00	\$11,251.00	0.50	\$5,625.50
25	REMOVE AND DISPOSE OF TROLLEY RAILS	100 LF	25.00	2,500.00	53.00	\$5,300.00	25.00	\$2,500.00	114.00	\$11,400.00
26	REMOVE UNSUITABLE FOUNDATION MATERIAL	40 CY	45.00	1,800.00	54.00	\$2,160.00	65.00	\$2,600.00	62.30	\$2,492.00
27	REPLACE UNSUITABLE FOUNDATION MATERIAL	40 CY	55.00	2,200.00	114.00	\$4,560.00	60.00	\$2,400.00	62.30	\$2,492.00
28	CSTC FOR SIDEWALK AND DRIVEWAYS	33 CY	225.00	7,425.00	650.00	\$21,450.00	175.00	\$5,775.00	385.00	\$12,705.00
29	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK	25475 SY	12.50	318,437.50	12.75	\$324,806.25	12.55	\$319,711.25	12.60	\$320,985.00

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

<i>Project Number: 2024044</i>			<i>Engineer's Estimate</i>		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		INLAND ASPHALT COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
30	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	800 TON	180.00	144,000.00	123.00	\$98,400.00	115.00	\$92,000.00	115.00	\$92,000.00
31	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN.	10 TON	450.00	4,500.00	400.00	\$4,000.00	1,150.00	\$11,500.00	1,150.00	\$11,500.00
32	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	1502 SY	65.00	97,630.00	38.00	\$57,076.00	41.50	\$62,333.00	41.50	\$62,333.00
33	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1502 SY	41.00	61,582.00	36.00	\$54,072.00	50.00	\$75,100.00	22.30	\$33,494.60
34	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	12687 SY	14.00	177,618.00	4.70	\$59,628.90	4.50	\$57,091.50	4.60	\$58,360.20
35	PLANING BITUMINOUS PAVEMENT - TAPER	4901 SY	14.00	68,614.00	6.25	\$30,631.25	6.25	\$30,631.25	7.90	\$38,717.90
36	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
37	CEMENT CONCRETE CURB WALL	200 LF	140.00	28,000.00	79.00	\$15,800.00	110.00	\$22,000.00	86.00	\$17,200.00
38	COMPACTION PRICE ADJUSTMENT	15900 EST	1.00	15,900.00	1.00	\$15,900.00	1.00	\$15,900.00	1.00	\$15,900.00
39	CATCH BASIN TYPE 1	1 EA	4,500.00	4,500.00	3,650.00	\$3,650.00	4,000.00	\$4,000.00	5,700.00	\$5,700.00
40	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	6 EA	1,400.00	8,400.00	1,300.00	\$7,800.00	1,250.00	\$7,500.00	2,265.00	\$13,590.00
41	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	10 EA	1,450.00	14,500.00	1,350.00	\$13,500.00	1,250.00	\$12,500.00	2,265.00	\$22,650.00
42	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	9 EA	1,525.00	13,725.00	1,400.00	\$12,600.00	1,550.00	\$13,950.00	2,800.00	\$25,200.00
43	MH OR DW FRAME AND COVER (STANDARD)	22 EA	1,200.00	26,400.00	1,450.00	\$31,900.00	1,750.00	\$38,500.00	1,925.00	\$42,350.00
44	VALVE BOX AND COVER	31 EA	750.00	23,250.00	975.00	\$30,225.00	1,050.00	\$32,550.00	1,700.00	\$52,700.00
45	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	13 EA	1,250.00	16,250.00	800.00	\$10,400.00	400.00	\$5,200.00	1,360.00	\$17,680.00
46	CLEANING EXISTING DRAINAGE STRUCTURE	22 EA	600.00	13,200.00	500.00	\$11,000.00	400.00	\$8,800.00	905.00	\$19,910.00
47	TRENCH SAFETY SYSTEM	1 LS	7,500.00	7,500.00	4,480.00	\$4,480.00	15,000.00	\$15,000.00	3,400.00	\$3,400.00
48	PLUGGING EXISTING PIPE	22 EA	600.00	13,200.00	165.00	\$3,630.00	400.00	\$8,800.00	285.00	\$6,270.00
49	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	5,000.00	5,000.00	2,240.00	\$2,240.00	3,800.00	\$3,800.00	3,400.00	\$3,400.00
50	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	246 LF	150.00	36,900.00	138.00	\$33,948.00	100.00	\$24,600.00	170.00	\$41,820.00
51	ESC LEAD	1 LS	4,000.00	4,000.00	1,000.00	\$1,000.00	10,000.00	\$10,000.00	4,200.00	\$4,200.00
52	INLET PROTECTION	143 EA	20.00	2,860.00	90.00	\$12,870.00	100.00	\$14,300.00	113.00	\$16,159.00
53	STREET CLEANING	36 HR	250.00	9,000.00	290.00	\$10,440.00	325.00	\$11,700.00	283.00	\$10,188.00
54	TOPSOIL TYPE A, 2 INCH THICK	17 SY	50.00	850.00	13.00	\$221.00	12.00	\$204.00	13.60	\$231.20
55	SOD INSTALLATION	17 SY	40.00	680.00	32.00	\$544.00	30.00	\$510.00	34.00	\$578.00
56	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	12,000.00	12,000.00	16,500.00	\$16,500.00	16,000.00	\$16,000.00	18,000.00	\$18,000.00
57	CEMENT CONCRETE CURB	1286 LF	43.00	55,298.00	52.50	\$67,515.00	52.00	\$66,872.00	59.00	\$75,874.00

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

<i>Project Number: 2024044</i>			<i>Engineer's Estimate</i>		SHAMROCK PAVING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		INLAND ASPHALT COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
58	CEMENT CONCRETE DRIVEWAY	26 SY	120.00	3,120.00	170.00	\$4,420.00	145.00	\$3,770.00	182.00	\$4,732.00
59	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	5,500.00	5,500.00	3,500.00	\$3,500.00	6,000.00	\$6,000.00	3,360.00	\$3,360.00
60	REFERENCE AND REESTABLISH SURVEY MONUMENT	30 EA	700.00	21,000.00	350.00	\$10,500.00	350.00	\$10,500.00	377.60	\$11,328.00
61	MONUMENT FRAME AND COVER	1 EA	900.00	900.00	950.00	\$950.00	1,150.00	\$1,150.00	2,260.00	\$2,260.00
62	CEMENT CONCRETE SIDEWALK	532 SY	125.00	66,500.00	85.00	\$45,220.00	185.00	\$98,420.00	92.00	\$48,944.00
63	RAMP DETECTABLE WARNING	432 SF	34.00	14,688.00	37.00	\$15,984.00	30.00	\$12,960.00	40.00	\$17,280.00
64	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	10,000.00	10,000.00	10,000.00	\$10,000.00	11,000.00	\$11,000.00	10,800.00	\$10,800.00
65	PAVEMENT MARKING - DURABLE HEAT APPLIED	146 SF	15.00	2,190.00	13.00	\$1,898.00	13.00	\$1,898.00	13.60	\$1,985.60
<b>Bid Total</b>			<b>\$1,724,432.75</b>		<b>\$1,573,000.00</b>		<b>\$1,648,500.00</b>		<b>\$1,797,777.00</b>	

**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	1,724,432.75	0.00	0.00	0.00	1,724,432.75
SHAMROCK PAVING INC(Submitted)	1,573,000.00	0.00	0.00	0.00	1,573,000.00
INLAND INFRASTRUCTURE LLC (Submitted)	1,648,500.00	0.00	0.00	0.00	1,648,500.00
INLAND ASPHALT COMPANY(Submitted)	1,797,777.00	0.00	0.00	0.00	1,797,777.00

**Low Bid Contractor:** SHAMROCK PAVING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,573,000.00	1,724,432.75	8.78 % 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
<b><i>Bid Totals</i></b>	<hr/> 1,573,000.00	<hr/> 1,724,432.75	<hr/> 8.78 % Under Estimate



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 05/20/2024

**Committee Agenda type:** Consent

**Date Rec'd** 5/13/2024

**Clerk's File #** OPR 2019-0457

**Renews #**

**Cross Ref #** OPR 2017-0005

**Council Meeting Date:** 06/03/2024

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Project #</b>	2019139
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<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Bid #</b>	
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<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Requisition #</b>	CR 26327
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	0370 - PMWEB SOFTWARE AMENDMENT FOR MAINTENANCE SERVICES		
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**Agenda Wording**

Amendment with PMTech, Inc. dba PMWeb, Inc. for continued professional services of the Capital Project Management Software - additional \$40,000.00. Total contract amount \$240,000.00.

**Summary (Background)**

The City selected PMWeb via RFP #4196-16 to provide Capital Project Management Software for the Public Works Division for department-wide management of capital improvement projects. PMWeb is a SaaS (Software as a Service) solution that is hosted and maintained by PMWeb. This software requires periodic technical support from the software developer.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ \$40,000.00

Current Year Cost \$ \$40,000.00

Subsequent Year(s) Cost \$ 0

**Narrative**

**Amount**

**Budget Account**

Expense	\$ \$13,333.00	# 4250-30210-38141-54201-99999
Expense	\$ \$26,667.00	# 0370-30210-44200-54201-99999
Select	\$	#
Select	\$	#
	\$	#
	\$	#



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

### Agenda Wording

### Summary (Background)

#### **Approvals**

<b><u>Dept Head</u></b>	BULLER, DAN	<b><u>Additional Approvals</u></b>	
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

#### **Distribution List**

Michael Vernon michael.vernon@pmweb.com	eraea@spokanecity.org
publicworksaccounting@spokanecity.org	dbuller@spokanecity.org
itadmin@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	5-20-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	PMWeb Software Support
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The city uses public works project management software called PMWeb. To reduce costs, the city shares licenses with Spokane county. This software requires periodic technical support from the software developer. This support is used as needed.</p> <p>The current contract for \$200,000 over 3 years is nearly out of funds so we are requesting \$40,000 be added to this contract.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$40,000</u></p> <p>    Current year cost: \$</p> <p>    Subsequent year(s) cost: 0</p> <p><b>Narrative:</b> 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><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input 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? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <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>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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</li> <li>• How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</li> </ul>	

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.





**City of Spokane**  
**CONTRACT AMENDMENT**  
Title: **Professional Services**

This Contract Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **PMWeb, Inc**, whose address is 1 Pope Street, Wakefield, Massachusetts 01880 as (“**Company**”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the parties entered into a Contract wherein the **Company** agreed to provide Capital Project Management Software for the City; and*

*WHEREAS, additional funds are need to cover the cost of the remaining contract, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated July 8, 2019 and July 25, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on May 1, 2024 and shall end December 31, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**PMWeb, 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:**

N/A

U2024-056



< **Business Lookup**

### License Information:

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

**Entity name:** PMWEB. INC.

**Business name:** PMWEB

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

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

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 2875 NE 191ST ST  
PH 6  
AVENTURA FL 33180-2894

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



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State status:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
SeaTac General Business - Non-Resident				Active	May-31-2025	May-10-2021
Spokane General Business - Non-Resident				Active	May-31-2025	May-07-2021

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

Governing people	Title
VERNON, MICHAEL	

## Registered Trade Names

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

The Business Lookup information is updated nightly. Search date and time: 4/11/2024 3:07:55 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER and INSURED information, including contact details for Joshua Pratt and insurance company names like Hartford Underwriters Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing insurance coverages such as COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, and UMBRELLA LIAB with columns for policy numbers, dates, and limits.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Spokane is included as an additional insured with respect to the Named Insured's Liability policies when required by a written contract or agreement.

CERTIFICATE HOLDER CANCELLATION

Table with two columns: CERTIFICATE HOLDER (City of Spokane) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.)



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 05/20/2024

**Committee Agenda type:** Consent

**Date Rec'd** 5/20/2024

**Clerk's File #** OPR 2024-0431

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 06/03/2024

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Project #</b>	2022090
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<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Bid #</b>	
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<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Requisition #</b>	CR 26313
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

<b>Agenda Item Name</b>	0370 - REAL ESTATE SERVICES CONTRACT WITH COMMONSTREET		
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**Agenda Wording**

Consultant contract with Commonstreet Consulting, LLC (Seattle, WA) for real estate services regarding the Arterial Pedestrian Hybrid Beacons project from 5/1/24 through 10/31/24. Total contract cost: \$55,240.27.

**Summary (Background)**

The City has received a grant for design and construction of several pedestrian hybrid beacons. Part of the process involves acquisition of property to provide sufficient room for the installation of the signals or associated curb ramps. Commonstreet Consulting was selected through Request for Qualifications #2023130, and opened November 21, 2023.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ \$55,240.27

Current Year Cost \$ \$55,240.27

Subsequent Year(s) Cost \$ 0

**Narrative**

**Amount**

**Budget Account**

Expense	\$ \$55,240.27	# 3200-95164-95200-56102-86130
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#





## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	5-20-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	ROW consultant for Arterial Ped Hybrid Beacon Project
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City has received a grant for design and construction of several pedestrian hybrid beacons (HAWK signals) at the locations shown on the attached exhibit.</p> <p>Part of this process involves acquisition of property on which to put the signals or associated curb ramps. Because this project is federally funded, this work must be done by a consultant and because the expected cost exceeds \$50,000, we are coming to council for approval.</p> <p>The cost described in in this briefing paper is for consultant assistance only. The cost of the actual right of way is separate.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$55,823</u></p> <p style="padding-left: 20px;">Current year cost: \$55,823</p> <p style="padding-left: 20px;">Subsequent year(s) cost: 0</p> <p><b>Narrative:</b> 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><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input 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? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <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>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	

- 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?

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

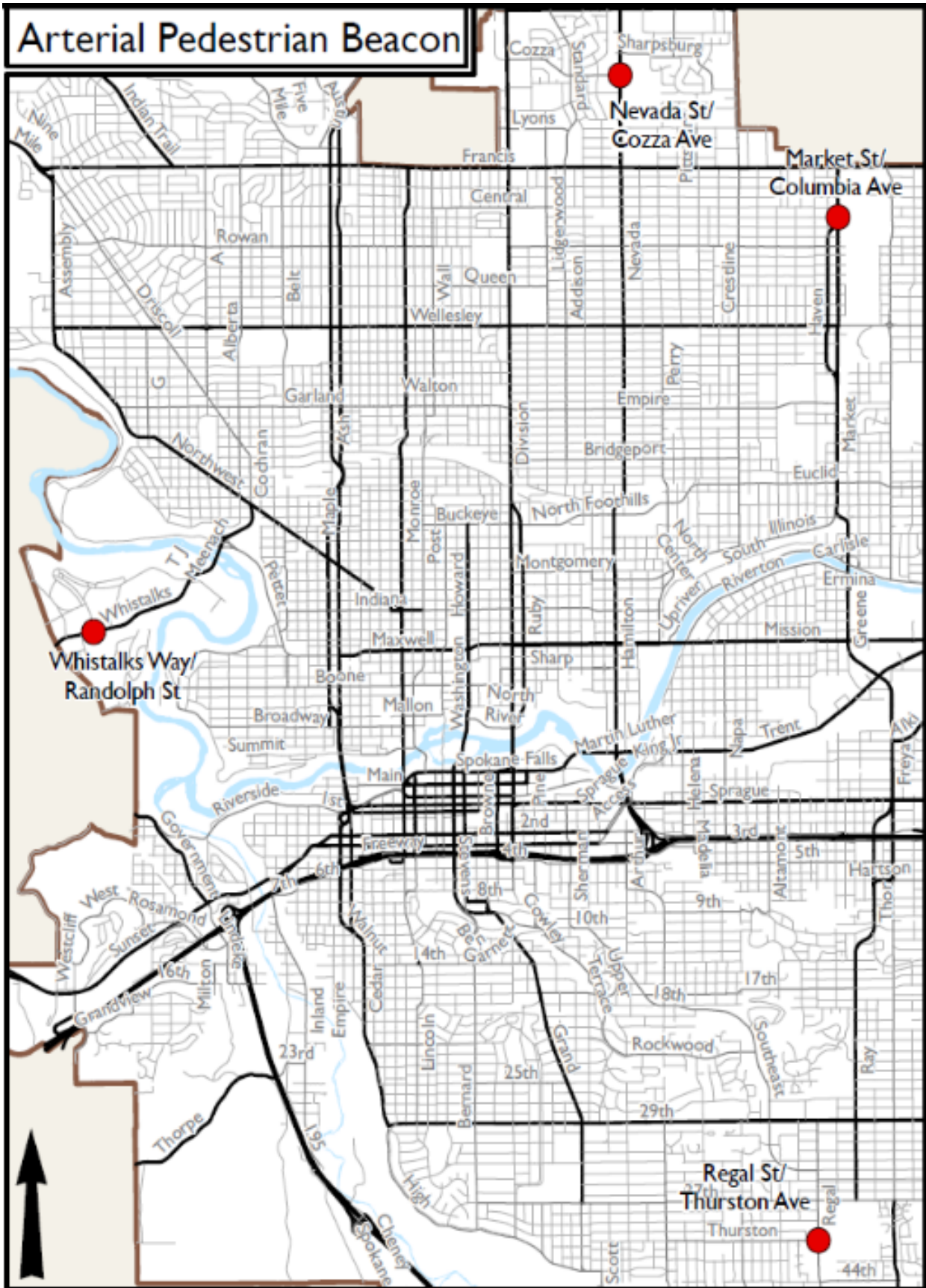
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Project Location



# Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: LA10602

Does this Require DES filing?  Yes  No

Firm/Organization Legal Name (do not use dba's): Commonstreet Consulting, LLC	
Address 92 Lenora St., PMB 125, Seattle, WA 98121	Federal Aid Number HSIP-000S(663)
UBI Number 604-107-152	Federal TIN or SSN Number 82-1456894
Execution Date May 1, 2024	Completion Date October 31, 2024
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Arterial Pedestrian Hybrid Beacons 2022090	
Description of Work Real estate services in relation to the Arterial Pedestrian Hybrid Beacons project.	
<input type="checkbox"/> Yes      % <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes      % <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes      % <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes      % <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$ 55,240.27

## Index of Exhibits

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

Agreement Number: LA10602

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the City of Spokane, hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

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

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

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

### *I. Description of Work*

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

### *II. General Requirements*

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

### *III. Period of Performance*

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

### *IV. Payment Provisions*

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

Agreement Number: LA10602

A. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

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

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

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY, Washington State Department of Transportation (WSDOT)'s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

Agreement Number: LA10602

- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

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

#### *V. Compensation*

The CONSULTANT shall be paid \$ 55,240.27 for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed \$ 55,240.27. Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

Agreement Number: LA10602

specified in Section XVII "Special Provisions." The CONSULTANT'S invoice shall include: the project title, description of the services rendered, and the dates worked.

#### *VI. Records and Accounts*

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT's accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

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

#### *VII. Performance of Services*

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

##### 1. Non-delegation

The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT'S bona fide employees, and shall not be delegated to any other person or firm.

##### 2. Subcontracting

The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII "Modification of Agreement." All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

Agreement Number: LA10602



The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance require in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

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

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

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

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

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto <http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm>, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

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## *IX. Nondiscrimination*

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

### 1. Compliance with Laws and Regulations

The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "REGULATIONS", which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

### 2. Nondiscrimination

The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

### 3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the above grounds.

### 4. Information and Reports

The CONSULTANT shall provide all information and reports required by the REGULATIONS; or directives issued pursuant thereto, and shall permit access to its books, records, accounts or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Noncompliance

In the event of the CONSULTANT'S noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) cancellation, termination, or suspension of this AGREEMENT in whole or in part.

### 6. Incorporation of Provisions

The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

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enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

#### *X. Termination*

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

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or

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chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

#### *XI. Disputes*

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

#### *XII. Legal Relations*

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY against and hold harmless the STATE and AGENCY from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and / or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and / or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and / or AGENCY may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultants, subcontractor and vendor, of any tier.

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

The CONSULTANT'S professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

### *XIII. Independent Contractor*

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

### *XIV. Insurance*

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

### *XV. Confidentiality*

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

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The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

*XVI. Applicability of Law*

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

*XVII. Special Provisions*

*XVIII. Modification of Agreement*

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

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

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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Project No. HSIP-000S(663)

See attached.

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City of Spokane  
Attn: Jonathan Adams, P.E.  
808 W. Spokane Falls Blvd  
Spokane, WA. 99201

## Re: Request for Real Estate Services for Arterial Pedestrian Hybrid Beacons

Dear Mr. Adams,

On behalf of the team at Commonstreet Consulting, LLC. we are pleased to provide our professional services to support the City of Spokane with real estate services to execute the Arterial Pedestrian Hybrid Beacons Project. Morgan Bishop will be your main contact. He has extensive experience in acquiring right of way per WSDOT/FHWA standards. Commonstreet is prepared to initiate the project immediately upon the issuance of Notice to Proceed.

### SCOPE OF WORK

Commonstreet Consulting understands that the client is anticipating the following real estate services and right of way acquisition tasks need to be performed for five (5) parcels with five (5) ownerships. Commonstreet's Project Manager, Morgan Bishop, will enable the client's project goals by managing these services from start to finish. Commonstreet will provide the following;

#### Project Management

- Prepare for and lead monthly Right of Way Task Force Meetings.
- Respond to inquiries and needs identified by Agency and/or Project Stakeholders.
- Provide written and oral status updates on parcel acquisitions.
- Provide oversight to all aspects of the right of way program including title, negotiations, closing preparations and certification tasks.
- Coordinate with WSDOT Local Programs, if necessary, in establishing project set-up and certification expectations.
- Develop and execute right of way program in compliance with Uniform Act and Federal Funding requirements.
- Maintain quality control/quality assurance protocols in the execution of the right of way task.
- Coordinate appraisal, and appraisal review tasks.
- Prepare Project Funding Estimate (PFE), if needed.
- Coordinate with WSDOT property management for surplus/disposal of WSDOT property.

#### Title and Documents Preparations

- Create state and federal compliant project files for each parcel requiring property rights.
- Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared.
- Request new and/or updates to existing title commitments.
- Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction.
- Prepare documents needed to clear liens or encumbrances.
- Prepare offer Letters and all documents needed to convey temporary and/or permanent property interests.

#### Negotiations

- Review appraisal/valuation reports for each affected parcel, review design elements with design team.
- Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person.
- Negotiate settlements on compensation and conveyance documents terms.



- As needed, prepare Administrative Justifications compliant with Agency requirements.
- Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.

#### **Project Close-Out and Certification**

- Submit completed acquisition files to WSDOT Local Area Coordinator (LAC) for review and approval, if necessary.
- Address issues and concerns raised by LAC, if needed.
- Facilitate completion of Certification Approval, provide to Agency.
- Prepare finalized acquisition files (electronic and/or hard copy) to Agency.

#### **Appraisal Coordination**

- Coordinate appraisal task and any subconsultants, as necessary; providing all documentation required to complete appraisal reports and integrate findings into offer packages.
- Review appraisal/valuation and appraisal review reports for each affected parcel.
- Review design elements with design team.

#### **ASSUMPTIONS**

- Client to provide legal descriptions of areas to be acquired.
- Client to provide right of way maps or exhibits.
- Escrow, recording fees and related costs will be paid for directly by the Agency.
- Partial and/or permanent rights will be required for five (5) parcels.
- All recording and payment processing will be completed by Agency staff.
- Assumes 5 Administrative Offer Summaries (AOS). Appraisal fees are based on fee schedule of available appraisers at the time of the assignment.
- Assumes no relocation.

#### **Deliverables**

- When/if property owners agree to settlement, executed offer packages.
- Completed acquisition files that adhere to Federal standards for certification.

<p><b>PARCEL Acquisition 35334.3541, Ferris Court Condos HOA.</b></p> <p><b>Project Management</b>          Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations, if needed. Develop and execute right of way program in compliance with Uniform Act and Federal requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate valuation tasks. Prepare Project Funding Estimate (PFE), if needed.</p>	Acquisition Project Manager @ 173.15 @ 20 hours	\$3,463.00
<p><b>Title Review and Conveyance Documents Drafts</b>          Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the Client. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare offer Letters and all documents needed to convey temporary and/or permanent property interests.</p>	Senior ROW Technician @ \$122.10 @ 10 hours	\$1,221.00
<p><b>Appraisal and Appraisal Review Coordination</b>          Tasks include coordinating valuation task and any subconsultants, as necessary; providing all documentation required to complete report and integrating findings into offer packages. Review valuation reports for each affected parcel, review design elements with design team.</p>	*Administrative Offer Summary	\$3,000.00
<p><b>Negotiations, Administrative Settlements, and QA/QC</b>          Review appraisal/valuation reports for each affected parcel, review design elements with design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and Federal requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.</p>	Right of way agent @ \$83.86 @ 40 hours	\$4,114.80
<p><b>Sr. Project Control Specialist</b>          File set up, document control.</p>	Project Control Specialist @ \$106.22 @ 5 hours.	\$531.10
<p><b>Subtotal</b></p>		\$12,329.90
<p><b>ODC's</b>          Mileage: @ 50 miles @ \$0.67          Mailings: Standard USPS or UPS mailing of documents as needed.</p>		\$33.50 \$25.00
<p><b>Total</b></p>		\$12,388.40

\*Assumes valuation will be eligible for an AOS. If determined an appraisal is required scope will be revised to include appraisal and appraisal review per federal requirements.

<p><b>PARCEL Acquisition 35343.0063, Spokane School Dist. No 81</b></p> <p><b>Project Management</b>          Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations, if needed. Develop and execute right of way program in compliance with Uniform Act and Federal requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate valuation tasks. Prepare Project Funding Estimate (PFE), if needed.</p>	Acquisition Project Manager @ 173.15 @ 20 hours	\$3,463.00
<p><b>Title Review and Conveyance Documents Drafts</b>          Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the Client. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare offer Letters and all documents needed to convey temporary and/or permanent property interests.</p>	Senior ROW Technician @ \$122.10 @ 10 hours	\$1,221.00
<p><b>Appraisal and Appraisal Review Coordination</b>          Tasks include coordinating valuation task and any subconsultants, as necessary; providing all documentation required to complete report and integrating findings into offer packages. Review valuation reports for each affected parcel, review design elements with design team.</p>	*Assumed donation	N/A
<p><b>Negotiations, Administrative Settlements, and QA/QC</b>          Review appraisal/valuation reports for each affected parcel, review design elements with design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and Federal requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.</p>	Right of way agent @ \$83.86 @ 40 hours	\$4,114.80
<p><b>Sr. Project Control Specialist</b>          File set up, document control.</p>	Project Control Specialist @ \$106.22 @ 5 hours.	\$531.10
<p><b>Subtotal</b></p>		<p>\$9,329.90</p>
<p><b>ODC's</b>          Mileage: @ 50 miles @ \$0.67          Mailings: Standard USPS or UPS mailing of documents as needed.</p>		<p>\$33.50          \$25.00</p>
<p><b>Total</b></p>		<p>\$9,388.40</p>

\*Assumes valuation will be eligible for an AOS. If determined an appraisal is required scope will be revised to include appraisal and appraisal review per federal requirements.

<p><b>PARCEL Acquisition 25115.0074 WA State Dept General Admin (SCC)</b>  <b>Project Management</b>  Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations, if needed. Develop and execute right of way program in compliance with Uniform Act and Federal requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate valuation tasks. Prepare Project Funding Estimate (PFE), if needed.</p>	Acquisition Project Manager @ 179.47 @ 20 hours	\$3,589.40
<p><b>Title Review and Conveyance Documents Drafts</b>  Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the Client. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare offer Letters and all documents needed to convey temporary and/or permanent property interests.</p>	Senior ROW Technician @ \$139.77 @ 12 hours	\$1,677.24
<p><b>Appraisal and Appraisal Review Coordination</b>  Tasks include coordinating valuation task and any subconsultants, as necessary; providing all documentation required to complete report and integrating findings into offer packages. Review valuation reports for each affected parcel, review design elements with design team.</p>	*Assumed donation	N/A
<p><b>Negotiations, Administrative Settlements, and QA/QC</b>  Review appraisal/valuation reports for each affected parcel, review design elements with design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and Federal requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.</p>	Right of way agent @ \$102.87 @ 40 hours	\$4,114.80
<p><b>Sr. Project Control Specialist</b>  File set up, document control.</p>	Project Control Specialist @ \$106.22 @ 5 hours.	\$531.10
<p><b>Subtotal</b></p>		\$9,912.54
<p><b>ODC's</b>  Mileage: @ 50 miles @ \$0.67  Mailings: Standard USPS or UPS mailing of documents as needed.</p>		\$33.50 \$25.00
<p><b>Total</b></p>		\$9,971.04

\*Assumes valuation will be eligible for an AOS. If determined an appraisal is required scope will be revised to include appraisal and appraisal review per federal requirements.

<p><b>PARCEL Acquisition 25116.0077 RR7 Properties, LLC</b>  <b>Project Management</b>  Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations, if needed. Develop and execute right of way program in compliance with Uniform Act and Federal requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate valuation tasks. Prepare Project Funding Estimate (PFE), if needed.</p>	Acquisition Project Manager @ 179.47 @ 20 hours	\$3,589.40
<p><b>Title Review and Conveyance Documents Drafts</b>  Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the Client. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare offer Letters and all documents needed to convey temporary and/or permanent property interests.</p>	Senior ROW Technician @ \$139.77 @ 12 hours	\$1,677.24
<p><b>Appraisal and Appraisal Review Coordination</b>  Tasks include coordinating valuation task and any subconsultants, as necessary; providing all documentation required to complete report and integrating findings into offer packages. Review valuation reports for each affected parcel, review design elements with design team.</p>	*Administrative Offer Summary	\$3,000.00
<p><b>Negotiations, Administrative Settlements, and QA/QC</b>  Review appraisal/valuation reports for each affected parcel, review design elements with design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and Federal requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.</p>	Right of way agent @ \$102.87 @ 40 hours	\$4,114.80
<p><b>Sr. Project Control Specialist</b>  File set up, document control.</p>	Project Control Specialist @ \$106.22 @ 5 hours.	\$531.10
<p><b>Subtotal</b></p>		\$12,912.54
<p><b>ODC's</b>  Mileage: @ 50 miles @ \$0.67  Mailings: Standard USPS or UPS mailing of documents as needed.</p>		\$33.50 \$25.00
<p><b>Total</b></p>		\$12,971.04

\*Assumes valuation will be eligible for an AOS. If determined an appraisal is required scope will be revised to include appraisal and appraisal review per federal requirements.

<p><b>PARCEL Acquisition 36342.0011 WSDOT</b></p> <p><b>Project Management</b></p> <p>Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations, if needed. Develop and execute right of way program in compliance with Uniform Act and Federal requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate valuation tasks. Prepare Project Funding Estimate (PFE), if needed.</p>	<p>Acquisition Project Manager @ 179.47 @ 20 hours</p>	<p>\$3,589.40</p>
<p><b>Title Review and Conveyance Documents Drafts</b></p> <p>Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the Client. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare offer Letters and all documents needed to convey temporary and/or permanent property interests.</p>	<p>Senior ROW Technician @ \$139.77 @ 12 hours</p>	<p>\$1,677.24</p>
<p><b>Appraisal and Appraisal Review Coordination</b></p> <p>Tasks include coordinating valuation task and any subconsultants, as necessary; providing all documentation required to complete report and integrating findings into offer packages. Review valuation reports for each affected parcel, review design elements with design team.</p>	<p>*Assumed rights will be surplus to City of Spokane for road and street purposes</p>	<p>N/A</p>
<p><b>Negotiations, Administrative Settlements, and QA/QC</b></p> <p>Review appraisal/valuation reports for each affected parcel, review design elements with design team. Coordinate with WSDOT for surplus/disposal. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and Federal requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.</p>	<p>Right of way agent @ \$102.87 @ 45 hours</p>	<p>\$4,629.15</p>
<p><b>Sr. Project Control Specialist</b></p> <p>File set up, document control.</p>	<p>Project Control Specialist @ \$106.22 @ 5 hours.</p>	<p>\$531.10</p>
<p><b>Subtotal</b></p>		<p>\$10,462.89</p>
<p><b>ODC's</b></p> <p>Mileage: @ 50 miles @ \$0.67</p> <p>Mailings: Standard USPS or UPS mailing of documents as needed.</p>		<p>\$33.50 \$25.00</p>
<p><b>Total</b></p>		<p>\$10,521.39</p>

<p><b>Total fees by parcel</b></p>	
<p>PARCEL Acquisition 35334.3541, Ferris Court Condos HOA.</p>	<p>\$12,388.40</p>
<p>PARCEL Acquisition 35343.0063, Spokane School Dist. No 81</p>	<p>\$9,388.40</p>
<p>PARCEL Acquisition 25115.0074 WA State Dept General Admin (SCC)</p>	<p>\$9,971.04</p>
<p>PARCEL Acquisition 25116.0077 RR7 Properties, LLC</p>	<p>\$12,971.04</p>
<p>PARCEL Acquisition 36342.0011 WSDOT</p>	<p>\$10,521.39</p>
<p><b>Total</b></p>	<p><b>\$55,240.27</b></p>

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

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See attached.

Agreement Number: LA10602

October 12, 2023

Ms. Marlene Feist  
Director, Public Works and Utilities  
City of Spokane  
808 West Spokane Falls Blvd., 2<sup>nd</sup> Floor  
Spokane, Washington 99201

**City of Spokane  
Arterial Pedestrian Hybrid Beacons - Real Estate  
Services  
HSIP-000S(663)  
DBE Goal**

Dear Ms. Feist:

The WSDOT Disadvantaged Business Enterprise (DBE) and Training program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and determined that setting a **Zero** percent DBE goal for consultants on this project is appropriate. The evaluation of the mandatory DBE goal will remain in effect for one year from the date of this letter. If the consultant advertisement date exceeds one year or the cost estimate changes more than twenty percent, the reevaluation of the DBE goal is required.

The Consultant shall continue their outreach efforts to provide DBE/SBE firms maximum practicable opportunities to participate in this project. Additionally, payment reporting in the Diversity Management and Compliance System (DMCS) will be a requirement of this consultant agreement.

If you have any questions, you can contact me at 360.705.7383, or by email at [BrittoM@wsdot.wa.gov](mailto:BrittoM@wsdot.wa.gov).

Sincerely,

Michele L. Britton  
Asst. State Local Programs Engineer  
Local Programs

MLB:jd:ml

cc: Mark Allen, Eastern Region Local Programs Engineer



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

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Civil 3D/AutoCAD/PDF as appropriate.

B. Roadway Design Files

Civil 3D/AutoCAD/PDF as appropriate.

C. Computer Aided Drafting Files

Civil 3D/AutoCAD/PDF as appropriate.

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

As requested by Agency.

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

All items to be delivered electronically.

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

Varies by project, see attached scope.

II. Any Other Electronic Files to Be Provided

As needed.

III. Methods to Electronically Exchange Data

Email or FTP.

A. Agency Software Suite

Industry standard.

B. Electronic Messaging System

Industry standard.

C. File Transfers Format

Civil 3D/AutoCAD/PDF as appropriate.

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

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See attached.

Agreement Number: LA10602

<p><b>PARCEL Acquisition 35334.3541, Ferris Court Condos HOA.</b></p> <p><b>Project Management</b>          Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations, if needed. Develop and execute right of way program in compliance with Uniform Act and Federal requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate valuation tasks. Prepare Project Funding Estimate (PFE), if needed.</p>	Acquisition Project Manager @ 173.15 @ 20 hours	\$3,463.00
<p><b>Title Review and Conveyance Documents Drafts</b>          Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the Client. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare offer Letters and all documents needed to convey temporary and/or permanent property interests.</p>	Senior ROW Technician @ \$122.10 @ 10 hours	\$1,221.00
<p><b>Appraisal and Appraisal Review Coordination</b>          Tasks include coordinating valuation task and any subconsultants, as necessary; providing all documentation required to complete report and integrating findings into offer packages. Review valuation reports for each affected parcel, review design elements with design team.</p>	*Administrative Offer Summary	\$3,000.00
<p><b>Negotiations, Administrative Settlements, and QA/QC</b>          Review appraisal/valuation reports for each affected parcel, review design elements with design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and Federal requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.</p>	Right of way agent @ \$83.86 @ 40 hours	\$4,114.80
<p><b>Sr. Project Control Specialist</b>          File set up, document control.</p>	Project Control Specialist @ \$106.22 @ 5 hours.	\$531.10
<p><b>Subtotal</b></p>		<p>\$12,329.90</p>
<p><b>ODC's</b>          Mileage: @ 50 miles @ \$0.67          Mailings: Standard USPS or UPS mailing of documents as needed.</p>		<p>\$33.50          \$25.00</p>
<p><b>Total</b></p>		<p>\$12,388.40</p>

\*Assumes valuation will be eligible for an AOS. If determined an appraisal is required scope will be revised to include appraisal and appraisal review per federal requirements.

<p><b>PARCEL Acquisition 35343.0063, Spokane School Dist. No 81</b></p> <p><b>Project Management</b>          Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations, if needed. Develop and execute right of way program in compliance with Uniform Act and Federal requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate valuation tasks. Prepare Project Funding Estimate (PFE), if needed.</p>	Acquisition Project Manager @ 173.15 @ 20 hours	\$3,463.00
<p><b>Title Review and Conveyance Documents Drafts</b>          Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the Client. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare offer Letters and all documents needed to convey temporary and/or permanent property interests.</p>	Senior ROW Technician @ \$122.10 @ 10 hours	\$1,221.00
<p><b>Appraisal and Appraisal Review Coordination</b>          Tasks include coordinating valuation task and any subconsultants, as necessary; providing all documentation required to complete report and integrating findings into offer packages. Review valuation reports for each affected parcel, review design elements with design team.</p>	*Assumed donation	N/A
<p><b>Negotiations, Administrative Settlements, and QA/QC</b>          Review appraisal/valuation reports for each affected parcel, review design elements with design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and Federal requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.</p>	Right of way agent @ \$83.86 @ 40 hours	\$4,114.80
<p><b>Sr. Project Control Specialist</b>          File set up, document control.</p>	Project Control Specialist @ \$106.22 @ 5 hours.	\$531.10
<p><b>Subtotal</b></p>		<p>\$9,329.90</p>
<p><b>ODC's</b>          Mileage: @ 50 miles @ \$0.67          Mailings: Standard USPS or UPS mailing of documents as needed.</p>		<p>\$33.50          \$25.00</p>
<p><b>Total</b></p>		<p>\$9,388.40</p>

\*Assumes valuation will be eligible for an AOS. If determined an appraisal is required scope will be revised to include appraisal and appraisal review per federal requirements.

<p><b>PARCEL Acquisition 25115.0074 WA State Dept General Admin (SCC)</b>  <b>Project Management</b>  Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations, if needed. Develop and execute right of way program in compliance with Uniform Act and Federal requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate valuation tasks. Prepare Project Funding Estimate (PFE), if needed.</p>	Acquisition Project Manager @ 179.47 @ 20 hours	\$3,589.40
<p><b>Title Review and Conveyance Documents Drafts</b>  Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the Client. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare offer Letters and all documents needed to convey temporary and/or permanent property interests.</p>	Senior ROW Technician @ \$139.77 @ 12 hours	\$1,677.24
<p><b>Appraisal and Appraisal Review Coordination</b>  Tasks include coordinating valuation task and any subconsultants, as necessary; providing all documentation required to complete report and integrating findings into offer packages. Review valuation reports for each affected parcel, review design elements with design team.</p>	*Assumed donation	N/A
<p><b>Negotiations, Administrative Settlements, and QA/QC</b>  Review appraisal/valuation reports for each affected parcel, review design elements with design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and Federal requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.</p>	Right of way agent @ \$102.87 @ 40 hours	\$4,114.80
<p><b>Sr. Project Control Specialist</b>  File set up, document control.</p>	Project Control Specialist @ \$106.22 @ 5 hours.	\$531.10
<p><b>Subtotal</b></p>		\$9,912.54
<p><b>ODC's</b>  Mileage: @ 50 miles @ \$0.67  Mailings: Standard USPS or UPS mailing of documents as needed.</p>		\$33.50 \$25.00
<p><b>Total</b></p>		\$9,971.04

\*Assumes valuation will be eligible for an AOS. If determined an appraisal is required scope will be revised to include appraisal and appraisal review per federal requirements.



<p><b>PARCEL Acquisition 25116.0077 RR7 Properties, LLC</b></p> <p><b>Project Management</b></p> <p>Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations, if needed. Develop and execute right of way program in compliance with Uniform Act and Federal requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate valuation tasks. Prepare Project Funding Estimate (PFE), if needed.</p>	<p>Acquisition Project Manager @ 179.47 @ 20 hours</p>	<p>\$3,589.40</p>
<p><b>Title Review and Conveyance Documents Drafts</b></p> <p>Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the Client. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare offer Letters and all documents needed to convey temporary and/or permanent property interests.</p>	<p>Senior ROW Technician @ \$139.77 @ 12 hours</p>	<p>\$1,677.24</p>
<p><b>Appraisal and Appraisal Review Coordination</b></p> <p>Tasks include coordinating valuation task and any subconsultants, as necessary; providing all documentation required to complete report and integrating findings into offer packages. Review valuation reports for each affected parcel, review design elements with design team.</p>	<p>*Administrative Offer Summary</p>	<p>\$3,000.00</p>
<p><b>Negotiations, Administrative Settlements, and QA/QC</b></p> <p>Review appraisal/valuation reports for each affected parcel, review design elements with design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and Federal requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.</p>	<p>Right of way agent @ \$102.87 @ 40 hours</p>	<p>\$4,114.80</p>
<p><b>Sr. Project Control Specialist</b></p> <p>File set up, document control.</p>	<p>Project Control Specialist @ \$106.22 @ 5 hours.</p>	<p>\$531.10</p>
<p><b>Subtotal</b></p>		<p>\$12,912.54</p>
<p><b>ODC's</b></p> <p>Mileage: @ 50 miles @ \$0.67</p> <p>Mailings: Standard USPS or UPS mailing of documents as needed.</p>		<p>\$33.50 \$25.00</p>
<p><b>Total</b></p>		<p>\$12,971.04</p>

\*Assumes valuation will be eligible for an AOS. If determined an appraisal is required scope will be revised to include appraisal and appraisal review per federal requirements.

<p><b>PARCEL Acquisition 36342.0011 WSDOT</b></p> <p><b>Project Management</b></p> <p>Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations, if needed. Develop and execute right of way program in compliance with Uniform Act and Federal requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate valuation tasks. Prepare Project Funding Estimate (PFE), if needed.</p>	Acquisition Project Manager @ 179.47 @ 20 hours	\$3,589.40
<p><b>Title Review and Conveyance Documents Drafts</b></p> <p>Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the Client. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare offer Letters and all documents needed to convey temporary and/or permanent property interests.</p>	Senior ROW Technician @ \$139.77 @ 12 hours	\$1,677.24
<p><b>Appraisal and Appraisal Review Coordination</b></p> <p>Tasks include coordinating valuation task and any subconsultants, as necessary; providing all documentation required to complete report and integrating findings into offer packages. Review valuation reports for each affected parcel, review design elements with design team.</p>	*Assumed rights will be surplus to City of Spokane for road and street purposes	N/A
<p><b>Negotiations, Administrative Settlements, and QA/QC</b></p> <p>Review appraisal/valuation reports for each affected parcel, review design elements with design team. Coordinate with WSDOT for surplus/disposal. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and Federal requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.</p>	Right of way agent @ \$102.87 @ 45 hours	\$4,629.15
<p><b>Sr. Project Control Specialist</b></p> <p>File set up, document control.</p>	Project Control Specialist @ \$106.22 @ 5 hours.	\$531.10
<b>Subtotal</b>		<b>\$10,462.89</b>
<p><b>ODC's</b></p> <p>Mileage: @ 50 miles @ \$0.67</p> <p>Mailings: Standard USPS or UPS mailing of documents as needed.</p>		\$33.50 \$25.00
<b>Total</b>		<b>\$10,521.39</b>

<b>Total fees by parcel</b>	
PARCEL Acquisition 35334.3541, Ferris Court Condos HOA.	\$12,388.40
PARCEL Acquisition 35343.0063, Spokane School Dist. No 81	\$9,388.40
PARCEL Acquisition 25115.0074 WA State Dept General Admin (SCC)	\$9,971.04
PARCEL Acquisition 25116.0077 RR7 Properties, LLC	\$12,971.04
PARCEL Acquisition 36342.0011 WSDOT	\$10,521.39
<b>Total</b>	<b>\$55,240.27</b>

## ***Exhibit E*** ***Sub-consultant Cost Computations***

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

No subconsultants are in use for this agreement.

Agreement Number: LA10602

# **Exhibit F**

## **Title VI Assurances**

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

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

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

Agreement Number: LA10602

# **Exhibit G**

## **Certification Documents**

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

Agreement Number: LA10602

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

I hereby certify that I am the and duly authorized representative of the firm of  
Commonstreet Consulting  
whose address is  
92 Lenora St., PMB 125, Seattle, WA 98121  
and that neither the above firm nor I have:

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

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

Commonstreet Consulting

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number: LA10602

**Exhibit G-1(b) Certification of Public Works Director**

I hereby certify that I am the:

- Public Works Director
- Other

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number: LA10602

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Commonstreet Consulting

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number: LA10602



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

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

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

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

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

Commonstreet Consulting

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number: LA10602

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

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Arterial Pedestrian Hybrid Beacons \* are accurate, complete, and current as of May 7, 2024 \*\*.

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

Firm: Commonstreet Consulting

---

Signature

---

Title

Date of Execution\*\*\*: May 1, 2024

---

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

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

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

Agreement Number: LA10602

# **Exhibit H**

## **Liability Insurance Increase**

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

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ N/A

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

Agreement Number: LA10602

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

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

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

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

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

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

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

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

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

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

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

Agreement Number: LA10602

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

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

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

# **Exhibit J**

## **Consultant Claim Procedures**

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

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

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

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: LA10602

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

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

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

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

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

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

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

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

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

Agreement Number: LA10602



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd** 4/3/2024

**Clerk's File #** OPR 2024-0432

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 06/03/2024

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Project #</b>	2022093
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<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Bid #</b>	
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<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Requisition #</b>	CR 26355
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<b>Agenda Item Type</b>	Engineer Construction Contract		
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<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	0370 - CHESTNUT BRIDGE SCOUR MITIGATION DESIGN (2022093) - DEA, INC.		
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**Agenda Wording**

Consultant contract with David, Evans, and Associates (DEA) for the design of the Chestnut Street Bridge Scour Damage Repair project. Total contract amount: \$388,923.00.

**Summary (Background)**

Engineering Services lacks expertise in this type of engineering and desires to hire a consultant to complete this work. A grant has been received for the design of this project. Most of this project will be below the ordinary high water mark so will involve extensive environmental review and planning. David, Evans, and Associates was selected for this work via Request for Qualifications.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ \$388,923.00
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Current Year Cost	\$
-------------------	----

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

**Narrative**

**Amount**

**Budget Account**

Expense	\$ \$388,923.00	# 3200-95164-95100-56501-86128
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#





# Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			

## **Distribution List**

dbuller@spokanecity.org

mmserbousek@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Chestnut St. Bridge Design
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>The City has received a grant for the design of a project to mitigate scour at the piers of the Chestnut St. bridge. See attached two exhibits.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Because city staff lacks expertise in this kind of engineering, Engineering Services put out an RFQ to retain a consultant to do this design per RCW 39. David Evans &amp; Associates (DEA) was the selected consultant.</p> <p>Most of this project will be below the ordinary high water mark so will involve extensive environmental review and planning.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$400,000</u></p> <p>    Current year cost: \$200,000</p> <p>    Subsequent year(s) cost: \$200,000</p> <p><b>Narrative:</b> 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><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input 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? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <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>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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</li> </ul>	

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

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

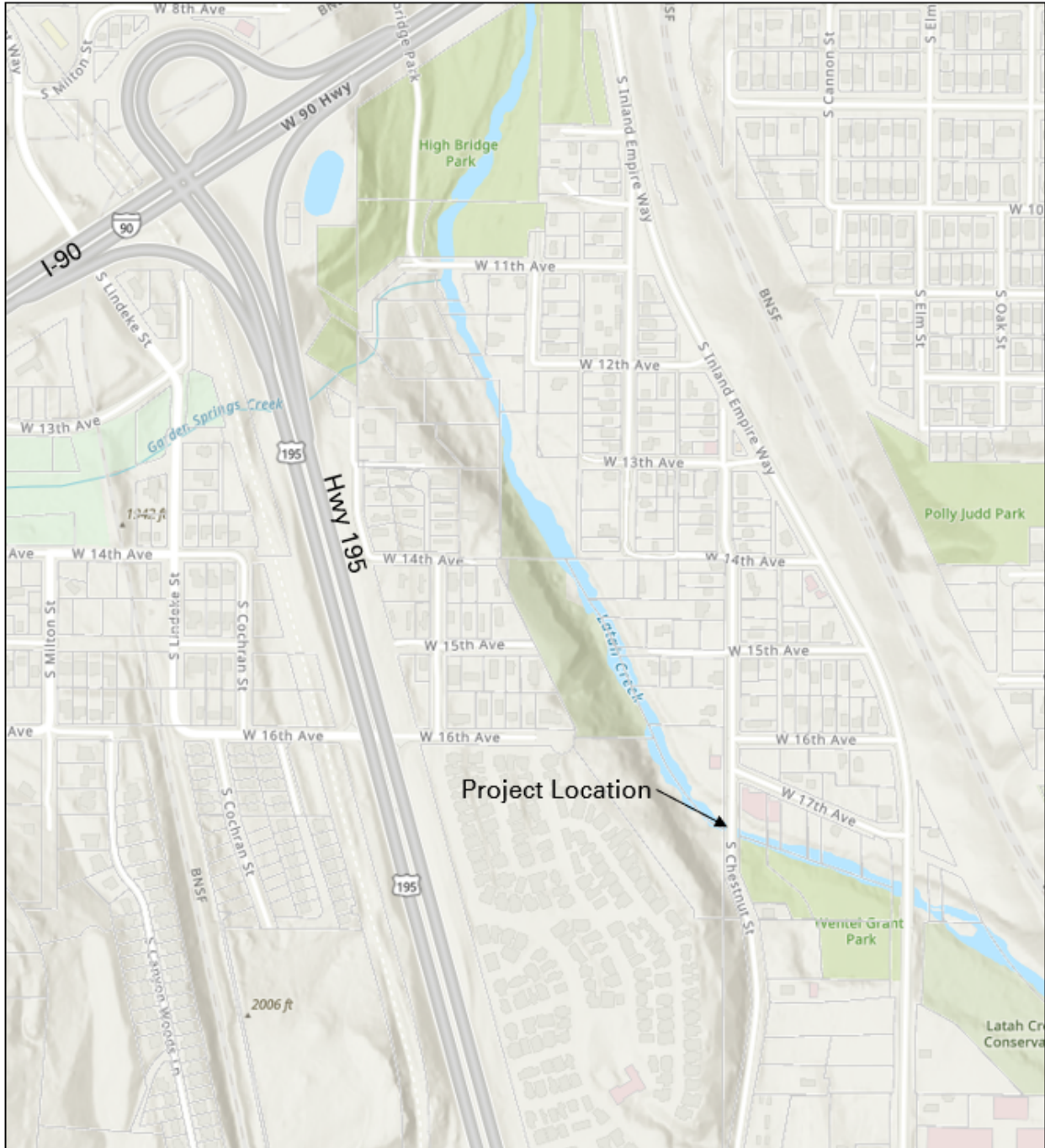
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

# Project Location



# Existing Conditions



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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): <b>DAVID EVANS &amp; ASSOCIATES Inc.</b>	
Address 908 N. Howard, Suite 300, Spokane, WA 99201	Federal Aid Number <b>BHOS-1220(041)</b>
UBI Number 600 227 609	Federal TIN 93-0661195
Execution Date	Completion Date 03/31/2026
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title <b>Chestnut St. Bridge Scour Mitigation Design</b>	
Description of Work This project would include a stream survey upstream and downstream of the bridge to determine scour mitigations for the bridge and the biddable documents for scour measures which follow current State, Federal and City standards. These documents will be based on scour measures needed to mitigate the scour issues existing at the Chestnut St. Bridge. These scour measure are needed to prolong the life of the Chestnut St. Bridge structure, which also carries a 18" city water line.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: 388,923.00

### Index of Exhibits

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

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

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

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

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

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

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

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

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

## **III. General Requirements**

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

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

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

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

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

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

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

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

If to AGENCY:

Name: Mark Serbousek  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Blvd  
City: Spokane State: WA Zip: 99201  
Email: [mmserbousek@spokanecity.org](mailto:mmserbousek@spokanecity.org)  
Phone: (509) 625-6154  
Facsimile:

If to CONSULTANT:

Name: Jake Menard  
Agency: David Evans & Associates Inc  
Address: 908 N. Howard, Suite 300  
City: Spokane State: WA Zip: 99201  
Email: [jake.menard@deainc.com](mailto:jake.menard@deainc.com)  
Phone: (509) 252-5886  
Facsimile:

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

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

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



## V. Payment Provisions

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

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

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

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

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

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

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

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

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

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

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

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Mark Serbousek  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Blvd  
City: Spokane State: WA Zip: 99201  
Email: mmserbousek@spokanecity.org  
Phone: (509) 625-6154  
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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



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

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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Project No.

"See Attached Exhibit A SOW Chestnut St. Bridge Scour Mitigation"

# **“Exhibit A” Scope of Work (SOW)**



Prepared for

**City of Spokane, WA**

## **CHESTNUT STREET BRIDGE SCOUR MITIGATION PROJECT**

**April 10, 2024**





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# Scope of Work

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## Project Description

The City of Spokane (CITY/CLIENT) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for design engineering and associated services for the Chestnut Street Bridge Scour Mitigation Project (PROJECT). This project will develop a long-term solution for the ongoing scour at the Chestnut St. Bridge Foundations. It will include hydraulic analysis and design of scour countermeasures and stream bed and bank stabilization.

Services provided by the CONSULTANT will include surveying, geotechnical explorations, hydraulic analysis, environmental documentation and permitting support, alternatives analysis, and development of the preliminary design, final design, and ad-ready PS&E Packages.

This Scope of Work uses the following references for the owner and their representative, the prime consultant, and other consultants:

- CITY/CLIENT = The City of Spokane
- DEA = David Evans and Associates, Inc. (Prime Consultant)
- AEC = Anderson Environmental Consulting, LLC., a subconsultant to DEA for environmental services.
- GEO = Geoengineers, Inc., a subconsultant to DEA for geotechnical engineering services.
- CS = Commonstreet Consulting, LLC., a subconsultant to DEA for Right of Way services.
- CONSULTANT = DEA
- SUBCONSULTANT = AEC, GEO, and CS
- PROJECT TEAM = DEA, AEC, GEO, and CS
- AGENCY – Washington Department of Fish and Wildlife (WDFW), United States Army Corps of Engineers (USACE), Washington Department of Ecology (DOE), Federal Emergency Management Agency (FEMA).

## Scope of Work and Schedule

This project will be executed in two phases. The first phase will entail services through preliminary design. The second phase of the project will entail services from final design through project ad and award. Construction support services may be added as a third phase of this project, if not included in the scope of work for Phase 2. See the major tasks below:

- Project Management
- Surveying
- Environmental Documentation
- Alternatives Analysis (10%)
  - Conceptual Design Plans (10%)
  - Conceptual Engineers Estimate (10%)
- Conceptual (30%) Design Package
  - Conceptual Design Plans (30%)
  - Conceptual Engineers Estimate (30%)
  - Geotechnical Stream Bed Bulk Sample Analysis
- Preliminary (60%) Design Package
  - Preliminary Design Plans (60%)





- Preliminary Engineers Estimate (60%)
  - Draft Hydraulic Report
- Final (90%) PS&E Package
  - Final Design Plans
  - Final Engineers Estimate
  - Special Provisions
  - Final Hydraulic Report
- Ad-Ready (100%) PS&E Package
  - Ad-Ready Design Plans
  - Engineers Estimate
  - Ad-Ready Contract Manual
- Bid Support Services
- Construction Support Services (To be included in a separate agreement)

The estimated delivery schedule for the project is as follows:

- Notice to Proceed (estimated) - April 15, 2024
- Survey Basemap - July 26, 2024
- Alternatives Analysis - August 30, 2024
- Conceptual (30%) Design Package - October 28, 2024
- Preliminary (60%) Design Package - December 20, 2024
- Final (90%) PS&E Package – February 28, 2025
- Ad-Ready (100%) PS&E Package – October 17, 2025
- Bid Opening (estimated) – November 25, 2025
- Construction assumed to occur July 1, 2026 through August 31, 2026.

### **General Project Assumptions**

This SOW is based upon certain assumptions and exclusions, identified below and under specific tasks. Should any assumption or exclusion prove not to be true, DEA and our subconsultants reserve the right to re-negotiate the affected portion(s), including, scope, fee, and/or schedule. The following assumptions were used in the development of this scope of services:

- All drawings will be prepared in AutoCAD 2023 format, utilizing the CONSULTANT's CAD standards, and will be scaled at one-inch equals forty feet (or other scales as necessary) on 11"x17" plan sheets.
- Specifications will follow the most recent available WSDOT/APWA Standard Specifications and the CITY of Spokane's General Special Provisions.
- No design exceptions are anticipated for the project.
- Public Meetings or Public Hearings are not required for this project.
- The CITY will provide all available existing as-built plans, right-of-way plans, horizontal and vertical monument information, GIS maps, and other mapping information, as available, to the CONSULTANT.
- The CITY will provide all CITY standard specifications and CITY bid forms in Microsoft Word format.
- The CITY will review all submittals made to the CLIENT within 10 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.



- Modifications to the stream bed will not create a rise and therefore will not require a LOMR or CLOMR to be developed and approved by FEMA. If a LOMR or CLOMR are required, services to provide that will be provided under a supplemental services agreement.
- The level of effort required for the tasks in this scope are included in the attached Labor Estimate and have been estimated using engineering judgement and experience from similar projects. If the project complexity or additional requests from the CITY exceed the estimated level of effort, then CONSULTANT reserves the right to renegotiate the scope and fee for any of these tasks.

## **Standards & References**

The following manuals and references shall be used, as applicable. Unless otherwise directed, current applicable standards and procedures shall apply.

- City of Spokane Department of Engineering Services Design Standards
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction
- WSDOT Standard Plans for Road, Bridge, and Municipal Construction
- WSDOT Local Agency Guidelines (LAG) Manual
- WSDOT Design Manual
- WSDOT Hydraulics Manual
- WSDOT Right of Way Manual
- WSDOT Bridge Design Manual LRFD
- WSDOT Geotechnical Design Manual
- WSDOT Temporary Erosion and Sediment Control Manual
- AASHTO's "A Policy on Geometric Design of Highways and Streets"
- AASHTO Roadside Design Guide
- AASHTO Load Resistance Factor Design (LRFD) Bridge Design Specifications
- HEC 18 - Evaluating Scour at Bridges, Fifth Edition
- HEC-23 Bridge Scour and Stream Instability Countermeasures

## **1. Project Management (DEA)**

Project management tasks have been scoped and estimated based upon a 20 month duration for this project agreement. Notice to proceed is anticipated to occur on April 15, 2024 with the 20-month contract duration extending through December 15, 2025. Extension of the contract duration will require a contract amendment.

### **1.1 Project Team Meetings**

The project kick-off meeting and site visit will focus on the project objectives, key success factors, and design parameters. It is anticipated that this meeting will include members of the CONSULTANT team and the CITY.

The CONSULTANT task leads will attend periodic virtual progress meetings to discuss significant project items, provide task and schedule updates, coordinate project activities, and manage cross-discipline tasks. Progress meetings with the CITY will be conducted an average of once per month throughout the duration of the project. Meetings may be conducted via conference call or in-person. DEA's project manager (PM) will attend all progress meetings. PROJECT TEAM task leads will attend progress meetings as-needed to discuss specific project tasks.



## Assumptions

- The Kick-off meeting is assumed to be a maximum duration of two (2) hours. Three (3) DEA, one (1) GEO, and one (1) AEC staff member(s) will attend the in-person kick-off meeting.
- The virtual Bi-Weekly Meetings are assumed to be one (1) hour in duration.
- The total number of meetings attended by each CONSULTANT and SUBCONSULTANT is listed below:
  - DEA: Three (3) staff (PM, Hydraulics Lead, Stream Restoration Lead), 20 meetings;
  - AEC: one (1) staff, 20 meetings.

## Deliverables

- Meeting agendas, minutes and associated action item summaries.

### 1.2 Project Administration, Progress Reports, and Invoicing

The DEA team will staff and manage a project team to provide project deliverables, monitor budget and schedule, and coordinate with the CITY on a regular basis. This management includes general project management and administrative tasks such as document management (including filing, QA/QC tracking, email, etc.), internal project controls and report generation, and coordination of tasks between the CITY and the PROJECT TEAM.

## Deliverables

- Monthly invoices
- Monthly Progress Reports

### 1.3 Change Management

Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. CONSULTANT team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the CONSULTANT Project Manager as early as possible. Then, the CITY and CONSULTANT Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using DEA's standard Addendum agreement document (available for review upon request).



## 2. Surveying (DEA)

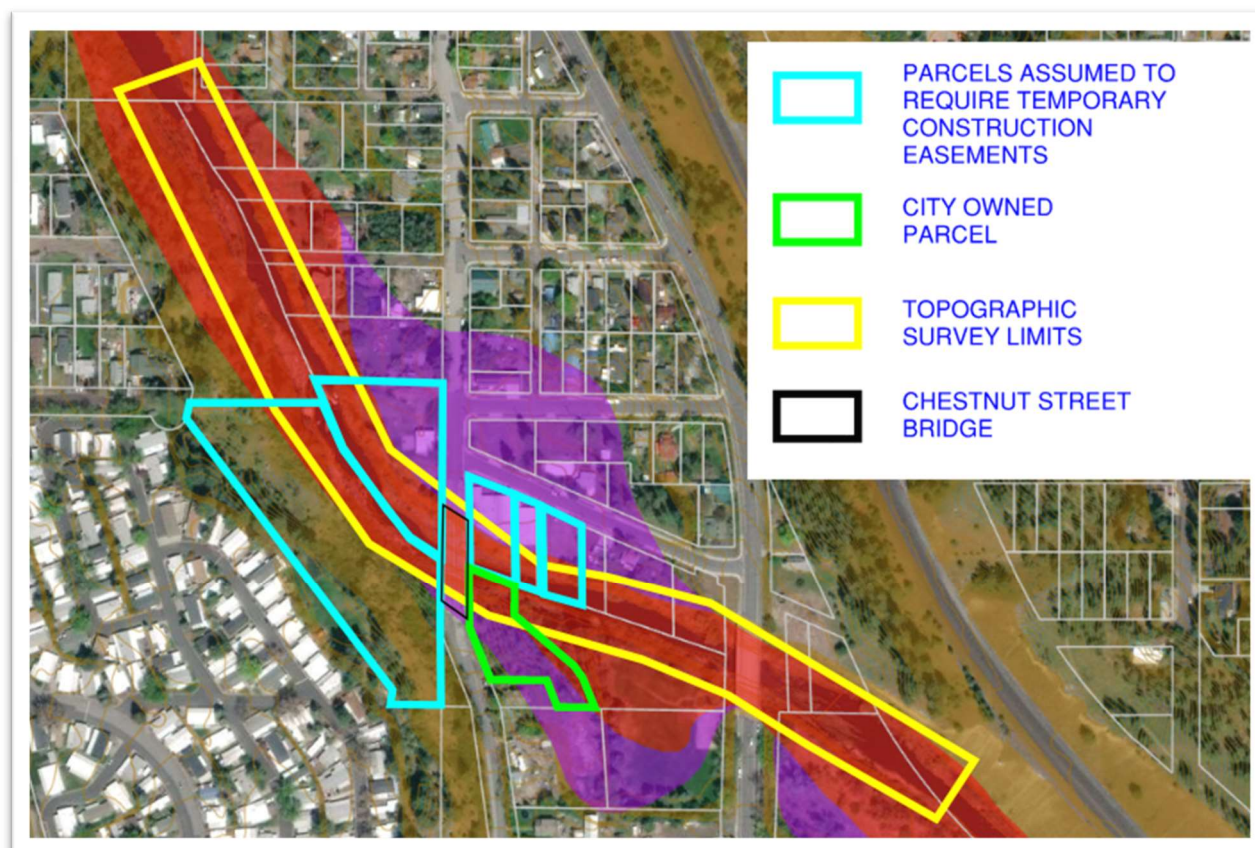


Figure 1. Surveying Limits and Adjacent Parcels

### 2.1 Landowner Notifications

The CONSULTANT will prepare notification letters and submit them to the CITY for approval before they are mailed. The CITY will mail out notification letters in advance of any field work to adjacent landowners within the project limits.

### 2.2 Horizontal and Vertical Control Network

The CONSULTANT shall complete a Survey Control Network utilizing Global Navigation Satellite Systems (GNSS) receivers. The CONSULTANT shall set a minimum of two (2) and up to four (4) primary control points outside of the proposed construction area to support future project construction activities. DEA will prepare a control sheet showing the primary control point locations, recovered controlling record monumentation, and horizontal/vertical datum definitions.

### Assumptions

1. The CONSULTANT will set up to four (4) benchmarks throughout the site for primary control.
2. Horizontal Datum: DEA will create a Local Ground coordinate system for this project. The coordinate system will be referenced to the Washington State Plane Coordinate System, North Zone, NAD83(2011) EPOCH 2010.000.



3. Vertical Datum: NAVD88. A level loop will be performed through the primary control points to ensure vertical accuracy.
4. The CONSULTANT will post-process static GPS observations to establish primary project control positions in the project datums. Position quality will be compared to NGS OPUS solutions.

## **2.3 Boundary/Right-of-Way Surveying**

### **2.3.1 Research**

The CONSULTANT will research the existing right-of-way for Chestnut Street and anticipates that five (5) parcels, shown in Figure 1, will require Temporary Construction Easements. DEA will analyze the following for each affected parcel:

- Records of Survey
- Subdivision plats
- Title Reports
- County Engineer's Records
- Records provided by the CITY

It is assumed that the above public records will be sufficient to identify the existing right-of-way and the boundaries of the subject parcels.

### **2.3.2 Review Title Reports**

The CONSULTANT will coordinate with a local title company to obtain title reports for the five (5) parcels identified in Figure 1. Based on a review of the title reports DEA may be required to conduct additional coordination with the title company to further clarify and to obtain additional documents not included in the initial report including items such as easement documents, quit claim deeds, or other items that affect land title.

### **Assumptions**

1. CS will perform appraisals, negotiations, and acquisition of Temporary Construction Easements.

### **2.3.3 Field Survey**

The CONSULTANT will travel to the site and search for and make field ties on right of way monuments and existing property corners along within the survey limits identified above. DEA will also make field ties to significant monuments that are shown by record to exist along the right of way and boundary, (i.e. subdivision corners) to verify harmony along the boundary and identify if any conflicts exist. The intent of this field survey will be to identify field evidence sufficient enough to determine existing right of way for Chestnut Street and the boundaries of the five (5) parcels within the project mapping limits.

### **2.3.4 Right-of-Way and Parcel Determination**

The CONSULTANT will perform a preliminary determination of the researched documents to calculate and prepare search coordinates and maps for the right of way field survey. After the field survey and existing monuments are located and tied in the field, a final boundary determination of the rights-of-way and subject parcels will be performed by careful analysis of the researched documents and their relation to the monuments recovered in the field. Recovered record monumentation will be added to the previously prepared Control Sheet.



## Assumptions

1. It is assumed that controlling monuments of record are in-place and undisturbed.
2. Missing right of way or parcel corners will not be set.
3. A Record of Survey will not be required or prepared.

## 2.4 Topographic Survey

The CONSULTANT will collect and prepare topographic data to be used in the hydraulic modeling and proposed design. Topography will be a combination of ground survey data collected along the stream channel and existing LiDAR data. LiDAR data will be obtained from existing readily available public sources. The surveyed data will be combined with the LiDAR data to generate a topographic basemap for the project

The topographic survey will encompass the area shown in the Survey Limits (see Figure 1). Existing surface features such as abutments, wingwalls, parapets, walls, pavement and gravel edges, grade breaks, culverts, fences, curbs, guardrail, signs, buildings, tree/vegetation limits and utilities will be mapped.

The CONSULTANT will survey cross-sections of Latah Creek at 100-foot intervals 1,000 feet upstream and downstream from the existing bridge, and at the upstream and downstream face of the structure, for a total of 20 cross sections. Cross sections will be 200 feet wide, 100 feet each side of the Latah Creek Centerline, and will include at a minimum the ordinary high-water, and sufficient points along the stream thalweg, toe and top of channel banks to accurately represent the vertical and horizontal variability of the creek. Upland areas beyond the top of banks will utilize readily available public LiDAR data as needed to complete hydraulic modeling.

Hydraulic survey of the existing Chestnut Street Bridge and the Bridge upstream at S. Inland Empire Way will include the following data:

- Roadway centerline
- Curb and gutter flowline
- Top of sidewalk
- Top of railing
- Photos of upstream and downstream structure faces
- Photos of roadway, both directions
- Channel cross section within the center of the bridge
- Bottom of arches
- Top of arches
- Toe of abutments
- Toe and top of wingwalls and headwalls
- Pier geometry
- Top and Bottom of all corners of exposed footings/foundations
- Perimeter of top and bottom of all scour holes within or adjacent to the bridge

Utility locations will be based on above ground evidence and as located by the utility purveyor. One Call Underground Locates will be called prior to the execution of the field work. It is assumed that the utility providers will mark their lines within the project area and that these lines can be recovered by The CONSULTANT's survey crews. These lines will be shown on the topographic map and identified. The CONSULTANT will only make ties on the paint marks provided by the public one-call locator service.



Note: Public utility locate services typically do not perform locates for design work. The CONSULTANT will subcontract with a private utility locator to identify any utilities on private property and supplement any provided public locates.

### **Assumptions**

1. Horizontal Datum: DEA will create a Local Ground coordinate system for this project. The coordinates system will be referenced to the Washington State Plane Coordinate System, North Zone, NAD83(2011) EPOCH 2010.000.
2. Vertical Datum: NAVD88
3. Drafting and CAD standards will be based on CONSULTANT's in-house standards.
4. AutoCAD Civil 3D 2023 will be utilized.
5. CITY will acquire all rights of entry required for topographic survey outside of the project parcel.
6. CITY will provide GIS data of any known utilities or other features of interest within the project parcel.
7. Traffic control is not anticipated for survey-related field work.
8. Geotechnical bore locations will not be surveyed, instead they will be located by GPS points provided by the Geotechnical engineer.
9. The Ordinary High Water Mark and any wetland delineations will be flagged in the field by AEC prior to the topographic survey.
10. Latah Creek will be safe for wading with respect to depth and flow rate.

### **Deliverables**

1. AutoCAD Civil 3D 2023 electronic drawing file (.dwg) of the survey basemap.
2. Control Sheet (PDF and electronic)
3. LandXML surface of the topographic survey.

## **2.5 Temporary Construction Easements (TCE)**

The CONSULTANT will prepare up to five (5) TCE packages. These packages will include a legal description of the TCE and an exhibit, both signed by a Washington State Professional Land Surveyor. Draft copies of the TCE packages will be submitted to the CITY for review and comment. One (1) review iteration is assumed.

### **Deliverables**

1. Up to five (5) TCE packages in PDF format

## **3. Geotechnical Stream Bed Sample and Analysis (GEO)**

### **3.1 Site Visit and Bulk Sample Collection**

GEO will conduct a site visit to collect bulk samples of streambed material. We assume the site visit will occur sometime in late June or early July when water levels are low enough to make the stream bed accessible and safe.

### **3.2 Grain-Size Sieve Analysis and Results**

GEO will perform up to three grain-size (sieve analyses) of bulk samples. A short letter documenting the analysis results and predicted median diameter of the stream bed material ( $D_{50}$ ).



## **4. Hydraulic Analysis (DEA)**

### **4.1 Data Collection & Site Investigation**

The CONSULTANT will work with the CITY and FEMA to obtain the Effective Flood Insurance Study (FIS) data, including Effective hydraulic models, floodplain/floodway GIS data, hydrologic analyses, and other pertinent data.

The CONSULTANT will conduct a site visit to evaluate the floodplain conditions and review the existing hydraulic structures, channel conditions and notable anomalies to be included in the hydraulic analysis. The CITY will acquire rights of entry (ROE) for the identified properties. A section documenting the findings of the site visit and desktop reconnaissance will be included in the Preliminary Hydraulic Report (see Task 4.3).

#### **Assumptions**

- Rights of entry will be acquired by the CITY.

### **4.2 Hydraulic Modeling and Analysis**

DEA will complete hydraulic modeling and analysis to support the alternatives analysis and development of the Preliminary Design Package. DEA will prepare an SRH-2D model of the existing structure based on survey of existing topography, and an SRH-2D model of the proposed structure using a surface that includes the proposed channel grading. The difference between existing and proposed water surface elevations will be assessed confirm there is no water surfaces rise within the 100-year floodplain.

#### **4.2.1 Hydraulic Modeling**

##### **Assumptions**

- SMS:SRH-2D version 13.2 will be utilized for the hydraulic modelling
- There will not be multiple iterations of the proposed structure hydraulic analysis due to revising channel grading post alternatives-analysis.

#### **4.2.2 Scour Analysis using HEC-18**

DEA will evaluate the proposed configuration for total scour including long-term degradation, contraction scour, abutment scour, bend scour, and pier scour. For the proposed soldier pile wall, scour will be calculated for longitudinal structures per Section 4.3.4 of HEC-23, Volume I. Calculation of contraction scour will utilize Laursen's equations outlined in HEC-18. Combined Contraction/Abutment scour will utilize the NCHRP 24-20 method. Long-term degradation will be estimated visually based upon a longitudinal profile analysis. Bend scour (if applicable) will be calculated using Maynard's method. Pier scour will be calculated using the standard methodology outlined in HEC-18.

#### **4.2.3 Countermeasure Design using HEC-23**

DEA will design scour protection pursuant to HEC-23, the WSDOT Hydraulics Manual (HM) and the WSDOT Bridge Design Manual. A minimum scour depth of three (3) feet will be utilized for countermeasure design, per the WSDOT HM. Geotextile fabric underlayment recommendations will be provided by GEO and incorporated into the design.





### **4.3 Preliminary Hydraulic Report**

DEA will develop a Preliminary Hydraulic Report for CITY and AGENCY review. The Preliminary Hydraulic Report will describe existing and proposed conditions for the Chestnut Street bridge, and document the hydrologic and hydraulic analysis used to inform the design of the proposed scour countermeasure design.

#### **Assumptions**

- The CITY will allow DEA to submit the Preliminary Hydraulic Report to WDFW for review.
- The CONSULTANT will address CITY and AGENCY review comments on the Preliminary Hydraulic Report as part of Phase 2 of this project.

#### **Deliverables**

- DEA will provide the preliminary Hydraulic Report in electronic format.

### **4.4 Final Hydraulic Report**

The CONSULTANT will address CITY and AGENCY review comments on the Preliminary Hydraulic Report as part of Phase 2 of this project. After addressing these comments, the CONSULTANT will submit the Final Hydraulic Report.

## **5. Environmental Documentation**

AEC will complete all phases of the environmental clearance tasks for this project. Environmental tasks include Section 106/Cultural Resource Survey (CRS), Wetland and Stream Assessment Report (WSAR), National Environmental Policy Act (NEPA), State Environmental Policy Act (SEPA) and permitting. The objective is to meet all environmental requirements of the Federal funding agency, Federal Highway Administration (FHWA) and the administering agency WSDOT. The following tasks are included:

### **5.1 Area of Potential Effect (APE) and Project Review Package**

Prepare the APE package per the LAG manual which will be used to determine the scope of the Section 106 Evaluation and Tribal Consultation scoping. This will include a project description, APE map, project location, and photos of the APE. The information will be used for consultation with tribes and the Department of Historic Preservation (DAHP) to help determine the scope of the cultural survey. The APE package will be reviewed by DEA, City of Spokane, WSDOT Local Programs and WSDOT Highways and Local Programs (HQ) for review. DEA will forward it to WSDOT Local Programs who will forward it to WSDOT HQ for review. There will be up to two (2) revisions to the APE Package/maps.

#### **Deliverables**

- Two (2) Draft and one (1) Final APE Package

### **5.2 Archaeological and Historical Survey Reports (AHSR)**

#### **5.2.1 Conduct Background Research**

AEC will review the FHWA Bridge Programmatic, the Department of Archaeology and Historic Preservation (DAHP) Wisaard Database and archival records including historic photographs, maps,



original plans of the bridge (if any), and bridge records. Repositories may include the Spokane Public Library's Northwest Room and historical museums.

### **5.2.2 Conduct fieldwork**

The Chestnut Avenue Bridge was built in 1911 but has not yet been evaluated. In addition, there are additional buildings over 45 years old, that are within the potential APE that need to be evaluated. Evaluation will include photographing all elevations and obliques and taking detailed field notes. One day of field work will be required by an Architectural Historian. In addition, the AEC Archaeologist will conduct an intensive pedestrian survey using survey transects of 20m intervals or less within the entirety of the APE. Up to 18 shovel tests will be conducted which will require up to two days of fieldwork and travel. The HPI forms will be completely electronically into the DAHP Wisaard database.

### **5.2.3 Prepare Site Recordation Documentation and Cultural Resource Survey Report**

It is anticipated three (3) HPI forms will be required that includes an architectural description, a brief historic context, and addresses the subject property's eligibility, including an assessment of its integrity as defined in NRHP Bulletin #15; How to Apply the National Register Criteria for Eligibility. .

### **5.2.4 Reviews and Revisions**

AEC will address comments from the City of Spokane, Wisaard and DAHP/THPO as necessary.

### **Assumptions**

- The bridge will be determined eligible for the NRHP.
- There will be no adverse effects to any historic properties and a Memorandum of Agreement (MOA) and determination of adverse effect/E-106 form will not be required.
- There will be no Section 4(f) use that could require an individual or programmatic Section 4(f) use. There will be a Section 4(f) de minimis impact to the bridge.

### **Deliverables**

- Two (2) Drafts and one (1) Final Cultural Resource Survey Report (Electronic)

## **5.3 Section 4(f) De minimis Documentation**

### **5.3.1 Prepare section 4(f) De minimis document**

AEC will prepare a Section 4(f) De minimis Form to cover the temporary or minor impacts to the potentially historic bridge and the temporary use of the park, a Section 4(f) resource. This will involve preparing two separate Section 4(f) de minimis documents. The information will be obtained from the existing CRS report. AEC will coordinate with City Parks Department to discuss potential impacts and mitigation and to obtain appropriate letters for the de minimis document package. DEA will provide an image or displays of the impacts to the 4(f) resources. Two displays will be prepared. The project's temporary impacts to the Wentel Grant Park will be displayed at a public meeting to meet Section 4(f) de minimis impacts.

### **5.3.2 Reviews and Revisions**

AEC will address comments from the City of Spokane, WSDOT Local Programs and WSDOT HQ. This will require approval by HQ prior to the CE review.



## Assumptions

- The bridge will be determined eligible for the NRHP.
- There will be no adverse effects to any historic properties
- An individual or programmatic Section 4(f) are not required.

## Deliverables

- Two (2) Drafts and one (1) Section 4(f) De minimis Document for Historic Bridge (Electronic)
- Two (2) Drafts and one (1) Section 4(f) De minimis Document for Park (Electronic)

### 5.4 NEPA Categorical Exclusion

#### 5.4.1 NEPA Kickoff Meeting

AEC will set up a project kickoff meeting via conference call with WSDOT Headquarters and Local Programs, City of Spokane, DEA and AEC to review NEPA documentation requirements.

#### 5.4.2 NEPA Categorical Exclusion (CE) Documentation

The project is funded by FHWA and will be administered by WSDOT. This will require project compliance with NEPA, the Endangered Species Act (ESA), Section 106 of the National Historic Preservation Act (NHPA), Section 4(f) and other applicable federal laws and regulations. A WSDOT LAG Categorical Exclusion (CE) form last updated October 2022, will be completed to comply with NEPA regulations.

The CE will require the following:

- **Site Visit.** One AEC staff will conduct up to one (1) site visit to the bridge to collect data, photos and inventory resources for the CE form.
- **Map.** Prepare a vicinity map, Location Map and Project Site Map.
- **CE Form.** Prepare the CE form that will include project description, right of way needs, disturbance areas, stormwater, construction staging and design details. Completing the CE will require:
  - Review available agency databases, documents, maps, and studies for information regarding floodplains, hazardous materials, air quality, water quality, socioeconomic impacts, and other potential impacts.
  - Collect US Census data and contact alternate sources to confirm presence of low income or minority populations as applicable, to support the Environmental Justice (EJ) requirements.
  - Prepare a Socio-economic form per WSDOT LAG Manual guidance.
  - Request IPaC Report and review project for impacts to Federally listed species and Critical Habitats.
  - Review the State Transportation Implementation Plan (STIP) to ensure project description consistency, project description.
  - Prepare Eagle Permit Checklist through USFWS. It is assumed an Eagle Take Permit is not required.



- **Hazardous Materials Memo.** AEC will prepare a right sized Hazardous Materials Memo that will provide the results of a database search of the Washington State Department of Ecology (Ecology), Environmental Protection Agency (EPA) and other databases to identify listed hazardous material sites within a 1/2 mile of the project locations. It will also identify any other sites with potentially hazardous materials and will identify risks associated with the proposed project. A map and table of the listed and potential hazardous sites will be provided. A windshield survey will be completed to verify sites and identify unlisted hazardous materials. Suggested measures will also be incorporated into the memo. This will be submitted with the CE Package for concurrent review.

### 5.4.3 Reviews and Revisions

The CE and attachments will be reviewed by the City of Spokane, WSDOT Local Programs and WSDOT HLP. The design team will address up to 3 sets of comments.

#### Assumptions

- No other studies, technical reports or supplemental information is needed that is not already described in this scope of work.
- Review comments received from the City of Spokane, WSDOT Local Programs, and WSDOT Highways and Local Programs (HQ). There are assumed to be up to 3 revisions of the CE form, maps, discipline reports and narratives.
- There will be no Biological Assessment, Noise Analysis, 6f or 4f evaluation, air quality analysis.
- There will be No Effect on ESA species and a Biological Assessment will not be required.
- The WSDOT LAG Manual and instructions for the CE and applicable updates will be used. Based on past experience, it is expected that the CE form and/or instructions may be updated at least once per year requiring a new form to be completed.

#### Deliverables

- Meeting notes for the NEPA Kickoff Meeting (Electronic)
- Three (3) Drafts and one (1) Final CE (Electronic)

### 5.5 Wetland and Stream Assessment Report (WSAR)

AEC will prepare a WSAR describing the methods used, jurisdictional and non-jurisdictional wetlands and waters of the US, and general characteristics of vegetation, soil, and hydrology in the vicinity.

#### 5.5.1 Prepare ARDR Report

- **Background Information.** Collect Background Information regarding expected soils, hydrology, National Wetland Inventory (NWI), rainfall, floodplains, gages, and other information.
- **Fieldwork.** Conduct wetland delineation in accordance with the USACE 1987 Manual and applicable Western Mountains Valleys and Coast Supplement. There will be up to four (4) wetlands delineated and no more than 10 data points collected. The ordinary highwater mark as well as the wetland boundaries and soil pits will be recorded using a handheld GPS with sub meter accuracy. Up to two (2) field days will be required to complete the wetland delineation, delineate the OHWM, collect photos and collect GPS data. Wetland boundaries and data points will be flagged in the field and surveyed by the Professional Surveyor.



- **Wetland Rating.** Up to 4 wetlands will be rated using the Ecology Eastern Washington Rating System. This will be documented in the WSAR. It will have a summary of the ratings, one map in the narrative and the ratings with the appropriate mapping and support documentation.
- **Mapping and GPS.** Prepare maps of wetlands, ordinary high-water mark, and data points overlaid on aerial photography using ArcPro 3.2. AEC will download the GPS information, post process it and use it to prepare the wetland boundary maps for the WSAR. Up to 6 maps will be prepared.
- **Prepare WSAR** that meets the USACE Wetland Delineation Manual and Applicable Supplements. Report. It will include the maps or aerial photos of the study area with the identified wetland areas. Data collected in the field (including waters, wetlands, and soil pits) will be provided to the City of Spokane for incorporation into project files. A recommendation of the amount of jurisdictional and non-jurisdictional wetlands will be made.

### 5.5.2 Reviews and Revisions

The report will be reviewed by the City of Spokane, WSDOT HQ staff, the USACE, Ecology, WDFW and Planning staff. The design team will address up to three (3) sets of comments.

#### Assumptions

- There will be no more than four (4) wetlands present.

#### Deliverables

- Two (2) Drafts and one (1) Final WSAR (Electronic)
- Shapefiles

## 5.6 SEPA and Environmental Permitting (SEPA, JARPA, HPA, Shorelines/Critical Areas)

### 5.6.1 Agency Coordination

AEC will conduct up to two (2) meetings with agencies to review project requirements, impacts, mitigation and reviews. AEC will follow up with agency staff regarding permit applications and reviews related to 404 permits, 401, HPA, SEPA. These will be an on-site meeting to present the project details, impacts, permit requirements, schedule, and to answer questions. DEA will prepare a brief presentation and project exhibits and then will be available to answer questions and receive comments. AEC will set up and facilitate the meeting.

### 5.6.2 SEPA

- Prepare two (2) drafts and one (1) final SEPA checklist. AEC will distribute these for final signatures and reviews. Any advertisement or public noticing will be the responsibility of the City of Spokane.

### 5.6.3 Joint Aquatic Resource Project Approval (JARPA).

- Prepare two (2) drafts and one (1) final Joint Aquatic Resource Project Approval (JARPA). AEC will complete the application with quantities, construction sequencing, and construction details provided by DEA.



#### **5.6.4 Hydraulic Project Approval**

- Prepare two (2) drafts and one (1) final Hydraulic Project Approval on the WDFW Apps Online Program. AEC will complete the application with quantities, construction sequencing, and construction details provided by DEA.

#### **5.6.5 401 Water Quality Certification**

- AEC will complete the 401 Water Quality Certification pre application form with quantities, construction sequencing, and construction details provided by DEA.

#### **5.6.6 Critical Area Checklist and Habitat Management Plans/Shoreline Impact Assessments (HMP/SIA)**

- Critical Area Checklist/Shoreline Application- The project is within 200 feet of a shoreline of the State and within Critical Areas and will be subject to the Spokane County Shoreline Management Program (SMP) and Spokane Critical Areas Ordinance. AEC will prepare a Critical Areas Checklist/Shoreline application package that is expected to explain project compliance with specific requirements under the SMP. This project is expected to qualify a shoreline exemption but will require a shoreline application/Critical Area Review Checklist, SEPA checklist (previously described) and a Habitat Management Plans/Shoreline Impact Assessments (HMP/SIA).
- Prepare HMP/SIA. The HMP/SIA Report will evaluate potential critical areas and applicable buffers including wetlands, streams, priority habitat and species, threatened and endangered species, riparian areas and other potential critical areas. Maps of these areas and their buffers will be included. The impacts to these areas will be assessed and appropriate mitigation described in consultation with the City of Spokane. The project is expected to require a General JARPA Application, a Shoreline Conditional Use Permit and must meet the County requirements.
- Reviews and Revisions-AEC will prepare three (3) drafts and one (1) final HMP/SIA.

#### **Assumptions**

- The 404 permit will meet applicability under a Nationwide Permit. An individual 401 permit will not be required, it will be a 401 Water Quality Certification.
- SWPPP and NPDES Notice of Intent are not included in this scope of work and will be prepared by others.
- The Floodplain Development Permit will require a hydraulic report and certification of no rise in base flood elevations which will be prepared by DEA.
- The CITY will prepare the floodplain
- Publication Fees, permit fees, signage and noticing fees will not be included.

#### **Deliverables**

- Two (2) drafts and one (1) final SEPA checklists (Electronic)
- Two (2) drafts and one (1) final JARPA (Electronic)
- Two (2) drafts and one (1) final WDFW HPA Online Application (Electronic)
- Two (2) drafts and one (1) final Critical Area Checklist/Shoreline Application
- Three (3) drafts and one (1) final HMP/SIA (Electronic)



## 6. Alternatives Analysis

The CONSULTANT will conduct an alternatives analysis of up to 3 alternatives to help the CITY determine the preferred solution from a cost, permitting, and constructability standpoint. The CONSULTANT will conduct a sensitivity analysis to determine the maximum amount of channel grading that will be able to satisfy the no-rise criteria within the floodplain. The CONSULTANT will also conduct a sensitivity analysis on the scour calculations to determine the depth and extent of the required scour countermeasures. This will determine whether or not separate pier scour countermeasures and abutment scour countermeasure will be applicable, or if a full-width scour countermeasure is required. Depending on the results of this analysis, additional Geotechnical data may be necessary. Alternatives to the proposed soldier pile wall will also be explored, including dirty/vegetated riprap. During the alternatives analysis, the CONSULTANT assumes attendance at one meeting with the Resource Agencies and Co-Managers to get feedback on the preferred alternative prior to Preliminary Design.

### Deliverables

- Plansheets for each of the alternatives will include:
  - Scour Countermeasure Plan view (1 sheet)
  - Scour Countermeasure Cross Section (1 sheet)
- Conceptual Engineers Estimate for each alternative
  - Lump sum costs will be utilized as deemed appropriate by CONSULTANT
  - A 30% contingency will be applied to the total

## 7. Intermediate (60%) Design Package (DEA)

The CONSULTANT will address CITY and AGENCY review comments on the Conceptual (30%) Design Package and resubmit as the Preliminary (60%) Design Package.

### Deliverables

- Intermediate design plans will include:
  - Cover sheet (1 sheet)
  - General Notes and Legend (1 sheet)
  - Site Preparation and Erosion Control plan (2 sheets)
  - Scour Countermeasure Planview (2 sheets)
  - Stream Profile (1 sheet)
  - Scour Countermeasure Cross Section(s) (1 sheet)
  - Temporary Access and Construction Staging Plan (2 sheets)
  - Site Restoration Plan (2 Sheets)
  - Construction Details (2 sheets)
- Intermediate Engineers Estimate will include
  - Bid-item list including units with associated unit costs and approximate quantities
  - A 30% contingency will be applied to the total

## 8. Final (90%) PS&E Package (DEA)

The CONSULTANT will address CITY and AGENCY review comments on the Preliminary (60%) Design Package and resubmit as the Final (90%) PS&E Package.



## Deliverables

- Final design plans will include the same sheets as the Preliminary (60%) Design Package.
- Final Engineers Estimate will include
  - Unit costs and detailed quantities for each bid-item
  - No contingency will be applied to the total
- Compiled Contract Manual (Specifications)
  - Word document (.docx) of the Contract Manual including the CITY “Front-end Specs”, the contract special provisions based upon WSDOT/APWA Local Agency special provisions, and project specific special provisions as needed.

## Assumptions

- The CITY will provide the completed “Front-End Specs” to CONSULTANT in word document format.

## 9. Ad-Ready (100%) PS&E Package (DEA)

The CONSULTANT will address CITY and AGENCY review comments on the Final (90%) PS&E Package and resubmit as the Ad-Ready (100%) PS&E Package.

- Ad-Ready Design plans will include the same sheets as the Final (90%) PS&E Package.
- Compiled Contract Manual (Specifications)
  - Compiled PDF of the Ad-Ready Contract Manual including the CITY “Front-end Specs”, the Special Provisions, and Appendices as necessary.

## Assumptions

- The CITY will provide embedded comments in the Contract Manual word document as part of the review process on the Final (90%) PS&E Package.
- The CITY will fill out all required “fill-in” information in the Division 1 Special Provisions as part of the review process on the Final (90%) PS&E Package.
- No revisions to the Final Engineers Estimate will be required for this task.

## 10. Bid Assistance

DEA will be available to answer questions and to assist the CITY during the advertising and bidding process. This task assumes that up to 40 hours will be required for bidding assistance. These tasks include the pre-bid walkthrough, and any revisions to the Contract documents prior to award. Any construction support services provided after award will be covered under a separate Contract or an addendum to this Contract.



## **Exhibit B**

### **DBE Participation Plan**

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In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

"WSDOT DBE Goal is 16%"; Anderson Environmental Consulting will be used to meet the DBE commitment with an amount of \$104,687 (26.9%) of the total project.

"See Attached Exhibit B - WSDOT DBE Letter"



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 25, 2023

Ms. Marlene Feist  
Director, Public Works and Utilities  
City of Spokane  
808 West Spokane Falls Blvd., 2<sup>nd</sup> Floor  
Spokane, Washington 99201

**City of Spokane  
Chestnut Street Bridge  
BHOS-1220(041)  
DBE Goal**

Dear Ms. Feist:

The WSDOT Disadvantaged Business Enterprise (DBE) and Training program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and established a **Sixteen percent mandatory** DBE goal for consultants on this project. This evaluation of the DBE goal will remain in effect for 180 days from the date of this letter. If the consultant advertisement date exceeds the 180 days or the cost estimate changes more than twenty percent, the reevaluation of the DBE goal is required.

Please note that failure to receive concurrence to award from Local Programs in accordance with the LAG manual may result in loss of federal participation.

If you have any questions about the goal set, you can contact Nina Jones at 360.947.6788, or by email at [jonesni@wsdot.wa.gov](mailto:jonesni@wsdot.wa.gov).

Sincerely,

Digitally signed by  
Michele L Britton  
*Michele L Britton*  
Date: 2023.07.25  
11:05:43 -07'00'

Michele L. Britton  
Asst. State Local Programs Engineer  
Local Programs

MLB:jd:ml

cc: Mark Allen, Eastern Region Local Programs Engineer

"Exhibit B"

[Print](#)

**Business & Contact Information**

BUSINESS NAME	<b>ANDERSON ENVIRONMENTAL CONSULTING, LLC, DBA Anderson Environmental Consulting</b>
OWNER	Ms. Michelle Anderson
ADDRESS	14234 N. Tormey Road Nine Mile Falls, WA 99026 <a href="#">[map]</a>
PHONE	509-220-0045
EMAIL	<a href="mailto:mca@aec-enviro.com">mca@aec-enviro.com</a>
WEBSITE	<a href="http://www.aec-enviro.com">http://www.aec-enviro.com</a>
COUNTY	Spokane (WA)

**Certification Information**

CERTIFYING AGENCY	Washington State Office of Minority & Women's Business Enterprises
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Develop environmental documentation and analysis for development projects including wetland delineation, NEPA, SEPA, permitting and hazardous material assessments.

**Commodity Codes**

Code	Description
NAICS 541620	Environmental consulting services

**Additional Information**

SBE CERTIFICATION	Yes
UBI #	603112813
CERTIFICATION NUMBER	D4F0020662

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

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Meet Cities current survey datum if needed.

B. Roadway Design Files

Meet current roadway dimensions and profiles.

C. Computer Aided Drafting Files

Meet City current standards.

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

As requested by Agency.

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

"pdf" Format

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

Any roadway or Bridge drawings which are available. These drawings will be in a "pdf" format.

II. Any Other Electronic Files to Be Provided

As needed.

III. Methods to Electronically Exchange Data

Email of "ftp" site

A. Agency Software Suite

Industry standard.

B. Electronic Messaging System

Industry standard.

C. File Transfers Format

Civil 3d/AutoCAD/PDF as appropriate.

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

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"See Attached Exhibit D"



City of Spokane, WA  
 Chestnut Street Bridge Scour Mitigation Project  
 4/2/2024

**LABOR HOURS**

Work Element #	Work Element	Total Hours	David Evans and Associates, Inc.														Subtotal DEEA Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead	AEC						Subtotal Sub2 Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead	GEO								
			PIC	Project Manager	Senior Hydraulics Engineer	Hydraulics Engineer	Junior Hydraulics Engineer	CAD Technician	Landscape Designer	Survey QC	Survey Task Lead	Office Survey Technician	Field Supervisor	Field Survey Technician	Project Coordinator	Project Accountant					Sr. Environmental Planner/Biologist	Environmental Planner/Biologist	Biological Technician/GIS	Archaeologist	Archaeological Technician	Architectural Historian					Principal Geotechnical	Senior Geotechnical Engineer	Project Geotechnical	Geotechnical Technician	Administrator	Accounting	Microstation		
1.0	Project Management (DEA)	236																																					
1.1	Project Team Meetings	88																																					
1.2	Project Administration, Progress Reports, and Invoicing	148																																					
2.0	Surveying (DEA)	351																																					
2.1	Landowner Notification	5																																					
2.2	Horizontal and Vertical Control Network	26																																					
2.3	Boundary/Right-of-Way Surveying	120																																					
2.3.1	Research	15																																					
2.3.2	Review Title Reports	40																																					
2.3.3	Field Survey	30																																					
2.3.4	Right-of-Way and Parcel Determination	35																																					
2.4	Topographic Survey	155																																					
2.5	Temporary Construction Easements (TCE)	45																																					
3.0	Geotechnical Stream Bed Sample and Analysis (GEO)	21																																					
3.1	Site Visit and Bulk Sample Collection	19																																					
3.2	Grain-Size Sieve Analysis and Results	2																																					
4.0	Hydraulic Analysis (DEA)	344																																					
4.1	Data Collection & Site Investigation	34																																					
4.2	Hydraulic Modeling and Analysis	76																																					
4.2.1	Hydraulic Modeling	124																																					
4.2.2	Scour Analysis using HEC-18	44																																					
4.2.3	Countermeasure Design using HEC-23	32																																					
4.3	Preliminary Hydraulic Report	72																																					
4.4	Final Hydraulic Report	38																																					
5.0	Environmental Documentation	650																																					
5.1	Area of Potential Effect (APE) and Project Review Package	12																																					
5.2	Archaeological and Historical Survey Reports (AHSR)	228																																					
5.2.1	Conduct Background Research	54																																					
5.2.2	Conduct Fieldwork	68																																					
5.2.3	Prepare Site Recordation Documentation and Cultural Resource Survey Report	86																																					
5.2.4	Reviews and Revisions	20																																					
5.3	Section 4(f) De minimis Documentation	60																																					
5.3.1	Prepare section 4(f) De minimis document	40																																					
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5.4.2	NEPA Categorical Exclusion (CE) Documentation	44																																					
5.4.3	Reviews and Revisions	18																																					
5.5	Wetland and Stream Assessment Report (WSAR)	112																																					
5.5.1	Prepare ARDR Report	90																																					
5.5.2	Reviews and Revisions	22																																					
5.6	SEPA and Environmental Permitting (SEPA, JARPA, HPA, Shorelines/Critical Areas)	166																																					
5.6.1	Agency Coordination	28																																					
5.6.2	SEPA	14																																					
5.6.3	Joint Aquatic Resource Project Approval (JARPA)	32																																					
5.6.4	Hydraulic Project Approval	8																																					
5.6.5	401 Water Quality Clarification	10																																					
5.6.6	Critical Area Checklist and Habitat Management Plans/Shoreline Impact Assessments (HMP/SIA)	74																																					



**City of Spokane, WA**  
**Chestnut Street Bridge Scour Mitigation Project**  
4/2/2024

**A. Summary of Estimated Man Hours**

Role	Name	Hrs.	x	Direct Rate	=	Cost
1	PIC	Rusty Leahy	2	\$ 108.00		\$216
2	Project Manager	Jake Menard	85	\$ 86.40		\$7,344
3	Senior Hydraulics Engineer	Brian Meunier	81	\$ 88.00		\$7,128
4	Hydraulics Engineer	Micco Emeson	205	\$ 62.50		\$12,813
5	Junior Hydraulics Engineer	Will McDonald	343	\$ 51.50		\$17,665
6	CAD Technician	Edita Boguslaski	80	\$ 53.00		\$4,240
7	Landscape Designer	Jon Gage	83	\$ 68.30		\$5,669
8	Survey QC	Gilbert Bailey	16	\$ 70.00		\$1,120
9	Survey Task Lead	Dan Proszek	70	\$ 54.50		\$3,815
10	Office Survey Technician	Justin Mickiewicz	108	\$ 41.00		\$4,428
11	Field Supervisor	Bill Summers	70	\$ 46.50		\$3,255
12	Field Survey Technician	Logan Czarnik	70	\$ 35.00		\$2,450
13	Project Coordinator	Samantha Winter	34	\$ 29.00		\$986
14	Project Accountant	Wendy Gomez	30	\$ 37.84		\$1,135
<b>Total Hrs.</b>			<b>1277</b>			

**Total Raw Labor Cost \$ 72,263**

**B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead**

Overhead	Total Raw Labor Cost	\$72,263.10	x	Overhead Mult.	178.74%	=	\$	129,163
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**C. Fixed Fee**

Fixed Fee	Total Raw Labor Cost	\$72,263.10	x	Fixed Fee Mult.	30.00%	=	\$	21,679
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**Subtotal Labor Costs \$ 223,105**

**D. Reimbursable Expenses**

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
1 Round Trip Mileage Cost (Boise office to Project)	0	@ \$	39.30 Trip	\$ -
2 Mileage (Miscellaneous)	10	@ \$	0.67 Mile	\$ 6.70
3 Airfare (BLV to SPK)	2	@ \$	500.00 Trip	\$ 1,000.00
4 Airfare (DEN to BOI)	0	@ \$	450.00 Trip	\$ -
5 Parking	2	@ \$	10.00 Day	\$ 20.00
6 Rental Car	1	@ \$	150.00 Day	\$ 150.00
7 Lodging (rate + 12% tax)	2	@ \$	142.24 Day	\$ 284.48
8 Meals (and Incidentals) - Full Day	0	@ \$	74.00 Day	\$ -
9 Meals (and Incidentals) - Travel Day	2	@ \$	55.50 Day	\$ 111.00
<b>Survey</b>				
13 Survey Miles	70	@ \$	0.67 Mile	\$ 46.90
18 Control Rebar Supplies	3	@ \$	10.00 EA	\$ 30.00
19 Misc. Survey Supplies (Flagging, Lathe, etc.)	0	@ \$	100.00 LS	\$ -
24 Title Reports	5	@ \$	400.00 EA	\$ 2,000.00
<b>Subtotal Reimbursable Expenses</b>				<b>\$ 3,649</b>

**David Evans and Associates Subtotal \$ 226,754**

**D. Salary Adjustment**

Total Raw Labor Cost + Overhead	per year	% of Contract with Adjustment
\$72,263.10	x 4%	x
		<b>\$0.00</b>

**E. DEA Total**

**\$ 226,754.09**

**F. Subconsultants & Additional Services Total**

	-	W/DBE	M/DBE		
1 AEC	-	26.92%	-	Goal 16%	\$ 104,686.93
2 Geoengineers	1.44%	-	-		\$ 5,597.90
3 Commonstreet	13.34%	-	-		\$ 51,884.16
<b>Total</b>	<b>14.78%</b>	<b>26.92%</b>	<b>0.00%</b>		
<b>Subconsultants Subtotal</b>					<b>\$ 162,168.98</b>

**PROJECT TOTAL (E + F) = \$ 388,923**

**Exhibit E**  
**Sub-consultant Cost Computations**

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

"See Attached Exhibit E"



LABOR HOURS																															
Work Element #	Work Element	Total Hours	David Evans and Associates, Inc.														AEC						GEO								
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
			\$108.00	\$96.40	\$89.00	\$12.50	\$51.50	\$53.00	\$88.30	\$70.00	\$54.50	\$41.00	\$46.50	\$35.00	\$29.00	\$37.84															
		direct rates:															\$78.00	\$35.00	\$25.00	\$36.00	\$27.00	\$60.00									
<b>6.0</b>	<b>Alternatives Analysis</b>	<b>139</b>														<b>139</b>															
	Conceptual Plans (3 alternatives)	139	3	12	32	48	32	12								106	\$8,303	\$14,840	\$23,143												
	Scour Countermeasure Plan (1 sheet)	53	1	4	12	16	16	4								53	\$3,134	\$5,601	\$8,735												
	Scour Countermeasure Cross Section (1 sheet)	53	1	4	12	16	16	4								53	\$3,134	\$5,601	\$8,735												
	Conceptual Engineers Estimate for each alternative	33	1	4	8	16									33	\$2,036	\$3,638	\$5,674													
<b>7.0</b>	<b>Preliminary (60%) Design Package (DEA)</b>	<b>100</b>	2	9	17	39	20	13								<b>100</b>	<b>\$5,984</b>	<b>\$10,695</b>	<b>\$16,679</b>												
	Preliminary design plans	69	1	7	9	27	20	5								69	\$4,057	\$7,251	\$11,308												
	Cover sheet (1 sheet)	2														2	\$139	\$249	\$389												
	General Notes and Legend (1 sheet)	1														1	\$53	\$95	\$148												
	Site Preparation and Erosion Control plan (2 sheets)	13		1	2	6	4								13	\$734	\$1,312	\$2,048													
	Scour Countermeasure Planview (2 sheets)	7		1	1	3	2								7	\$411	\$735	\$1,146													
	Stream Profile (1 sheet)	7		1	1	3	2								7	\$411	\$735	\$1,146													
	Scour Countermeasure Cross Section(s) (1 sheet)	7		1	1	3	2								7	\$411	\$735	\$1,146													
	Temporary Access and Construction Staging Plan (2 sheets)	13		1	2	6	4								13	\$734	\$1,312	\$2,048													
	Site Restoration Plan (2 Sheets)	10		1	1	3	2	3							10	\$616	\$1,101	\$1,717													
	Construction Details (2 sheets)	9		1	1	3	2	2							9	\$548	\$979	\$1,526													
	Preliminary Engineers Estimate	31	1	2	8	12	8								31	\$1,927	\$3,444	\$5,371													
<b>8.0</b>	<b>Final (90%) PS&amp;E Package (DEA)</b>	<b>121</b>	3	6	24	48	16	24								<b>121</b>	<b>\$7,246</b>	<b>\$12,952</b>	<b>\$20,199</b>												
	Final Design Plans	55	1	2	4	24	16	8								55	\$3,143	\$5,617	\$8,760												
	Final Engineers Estimate	39	1	2	4	24									39	\$2,295	\$4,102	\$6,397													
	Completed Contract Specifications	27	1	2	16										27	\$1,809	\$3,233	\$5,042													
<b>9.0</b>	<b>Ad-Ready (100%) PS&amp;E Package (DEA)</b>	<b>34</b>	2	4	4	8	12	4								<b>34</b>	<b>\$2,096</b>	<b>\$3,746</b>	<b>\$5,842</b>												
	Ad-Ready Plans	27	1	2	2	8	12	2								27	\$1,572	\$2,810	\$4,382												
	Ad-Ready Specifications	7	1	2	2										7	\$524	\$937	\$1,461													
<b>10.0</b>	<b>Bid Assistance</b>	<b>40</b>	8		24			8							<b>40</b>	<b>\$2,738</b>	<b>\$4,893</b>	<b>\$7,631</b>													
	Bid Support Services	40	8		24			8							40	\$2,738	\$4,893	\$7,631													
		40	8		24			8							40	\$2,738	\$4,893	\$7,631													
	<b>Total Labor Hours</b>	<b>2,036</b>	<b>2</b>	<b>85</b>	<b>81</b>	<b>205</b>	<b>343</b>	<b>80</b>	<b>83</b>	<b>16</b>	<b>70</b>	<b>108</b>	<b>70</b>	<b>70</b>	<b>34</b>	<b>30</b>	<b>1277</b>	<b>\$72,263</b>	<b>\$129,163</b>	<b>\$201,426</b>											

**City of Spokane, WA**  
**Chestnut Street Bridge Scour Mitigation Project**  
4/2/2024

**Anderson Environmental Consulting**

**A. Summary of Estimated Man Hours**

Role	Name	Hrs.	x	Direct Rate	=	Cost
1 Sr. Environmental Planner/Biologist	Michelle Anderson	204		\$78.00		\$15,912
2 Environmental Planner/Biologist	Jessica Klauschie	228		\$35.00		\$7,980
3 Biological Technician/GIS	Brady Staples	44		\$25.00		\$1,100
4 Archaeologist	Jennifer Allen	134		\$36.00		\$4,824
5 Archaeological Technician	Aubrie Powell	56		\$27.00		\$1,512
6 Architectural Historian	Jennifer Gorman	64		\$60.00		\$3,840
Total Hrs.		730				

**Total Raw Labor Cost      \$      35,168**

**B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead**

Overhead	Total Raw Labor Cost	x	Overhead Mult.	=	\$	44,793
	\$35,168.00		127.37%			

**C. Fixed Fee**

Fixed Fee	Total Raw Labor Cost	x	Fixed Fee Mult.	=	\$	23,988
	\$79,961.48		30.00%			

**Subtotal Labor Costs      \$      103,950**

**D. Reimbursable Expenses**

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
Travel				
1 Mileage	1100	@ \$	0.67 Mile	\$ 737.00
2	0	@	Day	\$ -
3	0	@	EA	\$ -
4	0	@	Trip	\$ -
<b>Subtotal Reimbursable Expenses</b>				<b>\$      737</b>

**E. Salary Adjustment**

Total Raw Labor Cost + Overhead	x	per year	% of Contract with Adjustment	=	\$0
\$79,961.48		4%	0.0		

<b>SUB1 TOTAL (A through D)</b>	<b>=</b>	<b>\$104,687</b>
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**City of Spokane, WA**  
**Chestnut Street Bridge Scour Mitigation Project**  
4/2/2024

**GeoEngineers**

**A. Summary of Estimated Man Hours**

Role	Name	Hrs.	x	Direct Rate	=	Cost
1 Principal Geotechnical	Teresa Dugger	2		\$86.95		\$174
2 Senior Geotechnical Engineer	Dave Lauder	11		\$66.48		\$731
3 Project Geotechnical	Jason Besendorfer	0		\$42.39		\$0
4 Geotechnical Technician	Alex Navarra	8		\$26.75		\$214
5 Administrator	Laura McCulloch	4		\$31.25		\$125
6 Accounting	Tina Remley	2		\$39.42		\$79
7 Microstation	TJ Byrd	2		\$34.14		\$68
8		0		\$0.00		\$0
9		0		\$0.00		\$0
Total Hrs.		29				

**Total Raw Labor Cost      \$      1,391.30**

**B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead**

Overhead	Total Raw Labor Cost \$1,391.30	x	Overhead Mult. 209.50%	=	\$	2,915
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**C. Fixed Fee**

Fixed Fee	Total Labor Cost \$4,306.07	x	Fixed Fee Mult. 30.00%	=	\$	1,292
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**Subtotal Labor Costs      \$      5,598**

**D. Reimbursable Expenses**

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
Travel				
1	0	@	Mile	\$ -
2	0	@	Day	\$ -
3	0	@	EA	\$ -
4	0	@	Trip	\$ -
<b>Subtotal Reimbursable Expenses</b>				<b>\$ -</b>

**D. Salary Adjustment**

Total Raw Labor Cost + Overhead		per year	% of Contract with Adjustment	
\$4,306.07	x	4%	x	0.0
				<b>\$0.00</b>

<b>SUB2 TOTAL (A through D)</b>	<b>=</b>	<b>\$5,598</b>
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# **Exhibit F - Title VI Assurances Appendix A & E**

## **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# ***Exhibit F - Title VI Assurances Appendix A & E***

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## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Exhibit G**  
**Certification Document**

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

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

I hereby certify that I am the and duly authorized representative of the firm of  
David Evans & Associates Inc.

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whose address is

2100 S. Parkway, Suite 100, Portland, OR. 97201

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and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the City of Spokane

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

**David Evans & Associates Inc.**

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Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of Public Works Director**

I hereby certify that I am the:

Public Works Director

Other

of the City of Spokane, and David Evans & Associates Inc.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

David Evans & Associates Inc.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

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

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

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

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

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

**David Evans & Associates Inc.**

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

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

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Chestnut St. Bridge Scour Mitigation Design \* are accurate, complete, and current as of May 20, 2024 \*\*.

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

Firm: David Evans & Associates Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_ \*\*.\*

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

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

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



# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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

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

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

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

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

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

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

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

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

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

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

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

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

# *Exhibit J*

## **Consultant Claim Procedures**

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

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

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

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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



< **Business Lookup**

**License Information:**

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

**Entity name:** DAVID EVANS AND ASSOCIATES, INC.

**Business name:** DAVID EVANS AND ASSOCIATES, INC.

**Entity type:** Profit Corporation

**UBI #:** 600-227-608

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 908 N HOWARD ST STE 300  
SPOKANE WA 99201-5011

**Mailing address:** 2100 SW RIVER PKWY  
PORTLAND OR 97201-8009



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State status:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	<u>Details</u>	Status	Expiration da	First issuance
Quincy General Business - Non-Resident				Active	Apr-30-2025	Apr-15-2024
Spokane General Business	T12010831BL			Active	Aug-31-2024	Oct-15-2012

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

Governing people	Title
BARKOULI, AL	

## Registered Trade Names

Registered trade names	Status	First issued
DAVID EVANS AND ASSOCIATES INC	Active	Nov-04-2016

[View Additional Locations](#)



The Business Lookup information is updated nightly. Search date and time:  
5/20/2024 2:54:27 PM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2024

11/28/2023

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : The Continental Casualty Company		20443
INSURER C : American Guarantee and Liab. Ins. Co.		26247
INSURER D : American Zurich Insurance Company		40142
INSURER E :		
INSURER F :		

**COVERAGES MAIN CERTIFICATE NUMBER: 19403941 REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO9830389	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP9830390	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC9336626	12/1/2023	12/1/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> PROFESSIONAL LIABILITY	N	N	AEH591924704	12/1/2023	12/1/2024	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: PROJECT NAME: ON-CALL 2022-2024 STRUCTURAL ENGINEERING FOR NON-FEDERAL AID PROJECTS. THE CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

**19403941**  
CITY OF SPOKANE  
ATTN: KEVIN PICANCO  
808 W. SPOKANE FALLS BLVD. FLOOR 2  
SPOKANE WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

**POLICY NO. GLO 9830389**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization you are required to add	<b>Any Location where you have agreed, through a written contract, agreement or permit, to provide</b>
as an additional insured in a written contract or	<b>Additional insured coverage except where such</b>
written agreement.	<b>Contract or agreement is prohibited by law.</b>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

## **Additional Insured – Owners, Lessees Or Contractors – Completed Operations**

**POLICY NO. GLO 9830389**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	Any location or project where you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: BAP 9830390

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 05/13/2024

**Committee Agenda type:** Consent

**Date Rec'd**

5/13/2024

**Clerk's File #**

OPR 2023-0978

**Renews #**

**Cross Ref #**

OPR 2023-0979

**Council Meeting Date:** 06/03/2024

**Submitting Dept**

FACILITIES MANAGEMENT

**Project #**

**Contact Name/Phone**

DAVE STEELE 625-6064

**Bid #**

**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

**Requisition #**

VALUE BLANKET

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

5900 CITYWIDE HVAC MASTER CONTROLS VALUE BLANKET AMENDMENT

**Agenda Wording**

This will tie the MLK and West Central Community Centers into the City of Spokane's central HVAC software server also. All work will be completed under the existing master contract with ATS.

**Summary (Background)**

The Facilities Department, in partnership with the MLK Center and West Central Community Center Leadership has scoped an HVAC controls and equipment replacement / upgrade for the MLK & West Central Community Centers. This work will complete the installation of 3 pieces of failing rooftop HVAC equipment at the MLK Center and new integrated digital controls package at both Centers.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 850,000

Current Year Cost \$ 850,000

Subsequent Year(s) Cost \$ 500,000

**Narrative**

OPR 2023-0978 not to exceed \$850,000 for 2024 (adding an additional \$350,000) for parts (not including sales tax).

**Amount**

**Budget Account**

Expense \$ 500,000

# Various--annual amount before sales tax

Expense \$ 350,000

# Various--additional amount before sales tax

Select \$

#

Select \$

#

\$

#

\$

#



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

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

TEAL, JEFFREY

##### Division Director

BOSTON, MATTHEW

##### Accounting Manager

BUSTOS, KIM

##### Legal

HARRINGTON,

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

##### ACCOUNTING -

MURRAY, MICHELLE

#### **Distribution List**

Paul Bonner paulb@atsinlandnw.com

klong@spokanecity.org

laga@spokanecity.org

kbustos@spokanecity.org

mmurray@spokanecity.org

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	509-625-6064
<b>Council Sponsor(s)</b>	CM Zappone, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5900 FACILITIES MANAGEMENT MLK / WC Community Center HVAC Repairs & Updates – ARPA Funds
<b>Summary (Background)</b>  *Use the Fiscal Impact box below for relevant financial information	The Facilities Department, in partnership with the MLK Center and West Central Community Center Leadership has scoped an HVAC controls and equipment replacement / upgrade for the MLK & West Central Community Centers. This work will complete the installation of 3 pieces of failing rooftop HVAC equipment at the MLK Center and new integrated digital controls package at both Centers. This will tie the MLK and West Central Community Centers into the City of Spokane’s central HVAC software server also. All work will be completed under the existing master contract with ATS.
<b>Proposed Council Action</b>	Approval of master contract amendments to increase spending authority. Value Blanket (OPR 2023-0978) & Installation Labor Contract (OPR 2023-0979)
<b>Fiscal Impact</b>	
Total Expense: OPR 2023-0978 <u>not to exceed \$850,000 for 2024 adding an additional \$350,000 (current \$500,000)</u> OPR 2023-0979 <u>not to exceed \$650,000 for 2024 adding an additional \$350,000 (current \$300,000)</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 <input type="checkbox"/> N/A Specify funding source: ARPA	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  NA – This work focuses on providing upgrades and repairs to the MLK Center and West Central Community Centers which provide a significant number of programs and services for a wide variety of underserved and historically underserved minority 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?

NA – This work focuses on providing a greater level of service and efficiency from the existing facility, allowing the building to be more efficient, but does not lean itself to the collection of this data.

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

NA – This work focuses on providing a greater level of service and efficiency from the existing facility, allowing the building to be more efficient, but does not lean itself to the collection of this data.

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 – Reduction of long term energy use by improving the control and management of the building, while upgrading several pieces of equipment with high efficiency replacements.



## Task Assignment #4 Parts & Equipment

### MLK Community Center Building Control System Replacement

Line Item 01: Microset Space Sensor (18)	\$4,485
Line Item 15: VLD 363 (11)	\$8,305
Line Item 27: VAV-SD2A (18)	\$10,746
Line Item 30: VLC 1188 (3)	\$5,157
Line Item 33: VLC 444 (3)	\$1,944
Line Item 35: VLC 550 (5)	\$3,025
Line Item 52: ACM-064	\$1,831
Line Item 73: ACM	\$3,937
Line Item 170: ACM Battery (1)	\$831
Line Item 173: Duct Probe Sensors (32)	\$672
Line Item 174: Current Sensing Relays (35)	\$840
Line Item 175: Duct CO2 Sensors (1)	\$258
Line Item 176: Filter DP Sensors (3)	\$105
Line Item 177: Low Limit Temp Detector (3)	\$645
Line Item 178: Duct Averaging Sensor (4)	\$378
Line Item 179: Blank Plate Room Sensor (2)	\$42
Line Item 180: Immersion Sensor (3)	\$84
Line Item 182: RIB Relay (48)	\$1,632
Line Item 183: Belimo 90lb Modulating Actuator (9)	\$3,780
Line Item 184: Belmo 90lb Floating Point Actuator (2)	\$916
Line Item 185: Transformer (1)	\$637
Line Item 186: Outside Air Sensor (1)	\$64
Line Item 188: Strap on Temp Sensor (2)	\$136
Line Item 189: BACnet Relay (7)	\$1,064
Line Item 190: Belimo 45 lb Actuator (18)	\$2,880
Line Item 191: Differential Air Pressure (4)	\$784
Line Item 192: Carrier RTU FCDC (2)	\$38,040
Line Item 193: Carrier RTU GCET	\$24,605



**Assumptions / Clarifications**

- 1) Proposal excludes applicable taxes.
- 2) Proposal excludes installation.

- **Pricing for above mentioned task assignment #4 = \$117,820**

*Pricing valid for period of 60 days from date of proposal.*

**Paul Bonner**  
ATS Inland NW



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 05/13/2024

**Committee Agenda type:** Consent

**Date Rec'd** 5/13/2024

**Clerk's File #** OPR 2023-0979

**Renews #**

**Cross Ref #** OPR 2023-0978

**Council Meeting Date:** 06/03/2024

<b>Submitting Dept</b>	FACILITIES MANAGEMENT	<b>Project #</b>	
------------------------	-----------------------	------------------	--

<b>Contact Name/Phone</b>	DAVE STEELE 625-6064	<b>Bid #</b>	
---------------------------	----------------------	--------------	--

<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG	<b>Requisition #</b>	MASTER
-----------------------	-------------------------	----------------------	--------

<b>Agenda Item Type</b>	Contract Item		
-------------------------	---------------	--	--

<b>Council Sponsor(s)</b>	ZZAPPONE JBINGLE KKLITZKE		
---------------------------	---------------------------	--	--

<b>Agenda Item Name</b>	5900 CITYWIDE HVAC MASTER CONTROLS INSTALLATION CONTRACT		
-------------------------	--	--	--

**Agenda Wording**

The Facilities Department, in partnership with MLK Center and West Central Community Center leadership has scoped an HVAC controls and equipment replacement/upgrade for the MLK & West Central Community Centers. A contract amendment is needed.

**Summary (Background)**

This work will complete the installation of 3 pieces of failing rooftop HVAC equipment at the MLK Center and new integrated digital controls package at both Centers. This will tie the MLK and West Central Community Centers into the City of Spokane's central HVAC software server also. All work will be completed under the existing master installation contract with ATS. However, a contract amendment is needed.

Lease? NO Grant related? YES Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ \$695,680
------------	--------------

Current Year Cost	\$ \$695,680
-------------------	--------------

Subsequent Year(s) Cost	\$ \$300,000
-------------------------	--------------

**Narrative**

OPR 2023-0979 not to exceed \$695,680 for 2024 (adding an additional \$395,680) for labor (not including sales tax).

**Amount**

**Budget Account**

Expense	\$ 300,000.00	# Various--annual amount before sales tax
Expense	\$ 395,680.00	# Various--additional amount requested before
Select	\$	#
Select	\$	#
	\$	#
	\$	#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	TEAL, JEFFREY
<b><u>Division Director</u></b>	BOSTON, MATTHEW
<b><u>Accounting Manager</u></b>	BUSTOS, KIM
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

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

**Distribution List**

Paul Bonner paulb@atsinlandnw.com	klong@spokanecity.org
laga@spokanecity.org	kbustos@spokanecity.org
mmurray@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	509-625-6064
<b>Council Sponsor(s)</b>	CM Zappone, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5900 FACILITIES MANAGEMENT MLK / WC Community Center HVAC Repairs & Updates – ARPA Funds
<b>Summary (Background)</b>  *Use the Fiscal Impact box below for relevant financial information	The Facilities Department, in partnership with the MLK Center and West Central Community Center Leadership has scoped an HVAC controls and equipment replacement / upgrade for the MLK & West Central Community Centers. This work will complete the installation of 3 pieces of failing rooftop HVAC equipment at the MLK Center and new integrated digital controls package at both Centers. This will tie the MLK and West Central Community Centers into the City of Spokane’s central HVAC software server also. All work will be completed under the existing master contract with ATS.
<b>Proposed Council Action</b>	Approval of master contract amendments to increase spending authority. Value Blanket (OPR 2023-0978) & Installation Labor Contract (OPR 2023-0979)
<b>Fiscal Impact</b>	
Total Expense: OPR 2023-0978 <u>not to exceed \$850,000 for 2024 adding an additional \$350,000 (current \$500,000)</u> OPR 2023-0979 <u>not to exceed \$650,000 for 2024 adding an additional \$350,000 (current \$300,000)</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 <input type="checkbox"/> N/A Specify funding source: ARPA	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  NA – This work focuses on providing upgrades and repairs to the MLK Center and West Central Community Centers which provide a significant number of programs and services for a wide variety of underserved and historically underserved minority 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?

NA – This work focuses on providing a greater level of service and efficiency from the existing facility, allowing the building to be more efficient, but does not lean itself to the collection of this data.

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

NA – This work focuses on providing a greater level of service and efficiency from the existing facility, allowing the building to be more efficient, but does not lean itself to the collection of this data.

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 – Reduction of long term energy use by improving the control and management of the building, while upgrading several pieces of equipment with high efficiency replacements.



**City of Spokane**

**CONTRACT AMENDMENT**

Title: HVAC CONTROL SYSTEM  
INSTALL/REPLACE AND MAINTENANCE

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and ATS INLAND NW LLC, whose address is 9507 East Sprague Avenue, Spokane Valley, WA 99206, as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to PROVIDE AS-NEEDED HVAC CONTROL SYSTEM INSTALL/REPLACE AND MAINTENANCE; and*

*WHEREAS, the City is authorized to expend ARPA funds for this contract amendment in accordance with Ordinance C36246, passed 8/1/2022, (section 1. (A) ) and;*

*WHEREAS, the Contractor agrees to comply with the attached General Terms and Conditions;and*

*WHEREAS: the City desires to provide and install a HVAC system at the Martin Luther King Community Center under the above referenced Ordinance, requiring adding of funds and additional required Public Works language to the original contract;*

-- Now, Therefore, the parties agree as follows:

- DOCUMENTS.** The original Contract dated September 27 and October 5, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
- EFFECTIVE DATE.** This Contract Amendment shall become effective April 22, 2024.
- AMENDMENT.** Language to be added to the contract documents to read as follows:

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.

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.

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

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.

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.

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.

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.

**4. COMPENSATION.** The City shall pay Contractor a maximum amount not to exceed THREE HUNDRED NINETY FIVE THOUSAND SIX HUNDRED EIGHTY AND NO/100 DOLLARS, (\$395,680.00), and applicable tax, for everything furnished and done under this Contract Amendment.



<p>ATS INLAND NW LLC</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>ATTEST:</p> <p>_____</p> <p>City Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Assistant City Attorney</p>
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Attachments that are part of this Contract Amendment:

- Attachment – ARP/CSLFRF CFDA 21.027 Funding
- General Terms and Conditions
- Task Assignment #4 MLK Community Center Installation Labor
- Task Assignment #4 MLK Community Center Bldg Equipment and Parts

**ATTACHMENT – 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
print name and title

## **General Terms & Conditions**

### **1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

### **2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

### **3. OWNERSHIP OF DOCUMENTS**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

### **4. ACCEPTANCE PERIOD**

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

### **5. COSTS TO PROPOSE**

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **6. INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

## **7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

## **8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

## **9. NONDISCRIMINATION**

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

## **10. BUSINESS REGISTRATION REQUIREMENT**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

## **11. PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **12. 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.

### **13. DISPUTES**

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

### **14. TERMINATION**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

### **15. LIABILITY**

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

## **16. INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **SPECIFIC GRANT RELATED LANGUAGE**

### **17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION**

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- 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.

**18. CERTIFICATION REGARDING LOBBYING**

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

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**19. DOMESTIC PREFERENCE**

200.322 (a) 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## **20. CLEAN AIR ACT**

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

## **21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

## **22. MAINTENANCE OF RECORDS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

## **23. CONFERENCE ROOMS**

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

## **24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)**

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

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

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

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

## **25. TITLE VI STATEMENT**

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

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



## Task Assignment #4 Labor & Installation

### MLK Community Center HVAC Control System Replacement with Roof Top Unit Replacements

ATS will extend the existing City of Spokane Alerton Compass Control system to include the MLK Community Center. System includes control and or monitoring of the following equipment.

Air Handling Units (qty of 3)  
Air Cooled Condensing Units (qty of 3)  
Boilers (qty of 2)  
Terminal Units (qty of 18)  
General Exhaust Fans (qty of 7)  
Kitchen Exhaust Fan (qty of 1)  
Kitchen Unit Heater (qty of 1)  
Roof Top Air Handlers (qty of 11)  
Heat Recovery Unit (qty of 1)

ATS will replace three existing roof top units with new Carrier units. These are currently labeled as units 5, 8, and 3. This includes the following:

- Installation of new gas electric roof top units (qty 3)
- Removal and disposal of old units
- New adapter curbs
- Startup and testing of new units
- Electrical and gas connections of new units

**Assumptions / Clarifications**

- 1) Proposal includes system design and installation.
- 2) Proposal pricing for labor and installation. Does not include parts.
- 3) Proposal includes system checkout once the installation is complete to ensure a seamless transition to new software and hardware.
- 4) Proposal includes onsite training on new equipment and controls.
- 5) Proposal assumes that work will occur in a subsequent manner and will not be phased out.
- 6) Proposal assumes existing mechanical equipment that is not being replaced as part of this project is functioning properly.
- 7) Proposal excludes ductwork or zoning modifications.
- 8) Proposal excludes applicable taxes.

- **Pricing for above mentioned project = \$277,860**

**Hourly Rate: \$165**

**Hours Billed: 1684**

*Pricing valid for period of 60 days from date of proposal.*

**Paul Bonner**

ATS Inland NW

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/13/2024**Committee Agenda type:** Discussion**Date Rec'd**

5/13/2024

**Clerk's File #**

OPR 2024-0433

**Renews #****Cross Ref #****Council Meeting Date:** 06/03/2024**Submitting Dept**

HISTORIC PRESERVATION

**Project #****Contact Name/Phone**

MEGAN X6543

**Bid #****Contact E-Mail**

MDUVALL@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE KKLITZKE ZZAPPONE

**Agenda Item Name**

0470 - WHARTON BUILDING NOMINATION TO THE SRHP

**Agenda Wording**

Recommendation to list the Wharton Building located at 411 W 1st Ave, on the Spokane Register of Historic Places.

**Summary (Background)**

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Wharton Building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

**Narrative****Amount****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#





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

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

DUVALL, MEGAN

##### Division Director

MACDONALD, STEVEN

##### Accounting Manager

ORLOB, KIMBERLY

##### Legal

SZAMBELAN, TIMOTHY

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

Chris Batten - chris@rencorprealty.com

smacdonald@spokanecity.org

mduvall@spokanecity.org

lcamporeale@spoknaecity.org

rbenzie@spokanecity.org

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	May 13, 2024
<b>Submitting Department</b>	Historic Preservation
<b>Contact Name</b>	Megan Duvall
<b>Contact Email &amp; Phone</b>	<a href="mailto:mduvall@spokanecity.org">mduvall@spokanecity.org</a> – 509-625-6543
<b>Council Sponsor(s)</b>	<u>Kitty Klitzke, Jonathan Bingle, and Zack Zappone</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	Wharton Building Nomination to the Spokane Register of Historic Places
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Wharton Building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$0</u></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>Property listing on the Spokane Register of Historic Places does not have a direct impact on City revenues or expenses.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? N/A</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>Properties listed on the Spokane Register are subject to design review in the future which does generate revenue through small fees. Not particularly applicable to the Cenotaph, but tax incentives are available to listed properties and also can generate future revenue.</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This contract would have no meaningful impact on historically excluded communities.</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?

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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?

**SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose:**

The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity.

**Comprehensive Plan Goals**

**DP 1.1: Landmark Structures, Buildings, and Sites**

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

**DP 3.3: Identification and Protection of Resources**

Identify historic resources to guide decision making in planning.

**DP 3.11: Rehabilitation of Historic Properties**

Assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives.

**N 2.4: Neighborhood Improvement**

Encourage revitalization and improvement programs to conserve and upgrade existing properties and buildings.

# Findings of Fact and Decision for Council Review

## Nomination to the Spokane Register of Historic Places

### Wharton Building – 411 West 1st Avenue

#### **FINDINGS OF FACT**

- 1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
  - Originally built in 1901; the Wharton Building meets the age criteria for listing on the Spokane Register of Historic Places.
  
- 2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
  - The Wharton Building meets Spokane City/County Register of Historic Places under **Categories A & C** for its significance as a building associated with the commercial history of Spokane at the turn of the 20<sup>th</sup> Century. (Category A) as well as for its significant architectural character as a vernacular commercial brick building in the center of an intact block of buildings from around the same time period (Category C).
  - Constructed in 1901, the Wharton Building is eligible under Category A because it typifies a vernacular commercial building that originally housed the Spokane Paper Company and the upper two floors contained open meeting halls that were used for fraternal lodges such as the Moose and Elks, a union hall, the Spokane public museum, and dance halls as opposed to single room occupancy hotels which typified the downtown.
  - The building was originally constructed by developer James Monaghan, a Spokane pioneer, real estate investor, capitalist and civic leader. Additionally, it was later purchased by widow Marion C. Wharton who added the parapet on the building with the name "Wharton" in a raised letter panel at the center.
  - The Wharton Building is also eligible under Category C as a The three-story painted brick building is a good example in the downtown of a mid-block vernacular commercial building. Its basalt rubble and brick foundation, symmetrical brick façade, voussoired flat-arched and round-arched window bays, decorative brick belt courses, keystones and cornice, are characteristic commercial building features of the first decade of the 20th century.
  - Architect of the Wharton Building Arthur E. Saunders was born in England, moved to California and formed a practice in Santa Cruz. He practiced in California for twelve years before moving to Spokane in 1897 and opening an independent practice. Local newspapers claimed he was responsible for many of the cities splendid structures and they were "monuments to his skill, taste, and ability."
  - The Wharton Building contains good integrity of location, design, materials, workmanship, and association. The storefront was replaced in 1999 with a historically inaccurate design, but a new storefront was recently installed which is more consistent with the historic period of the building. The interior spaces of the first floor are being prepared for commercial use and 16 apartments are slated for the upper stories.
  
- 3. SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."**
  - The Wharton Building is well-preserved on the exterior and is architecturally significant as a good example of the brick commercial vernacular style as well as for its association with early commercial development in Spokane during the decade of the city's greatest growth.
  
- 4. Once listed, this property will be eligible to apply for incentives, including:**
  - Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historical plaque,

and special code considerations.

## **RECOMMENDATION**

---

The Spokane Historic Landmarks Commission evaluated the Wharton Building according to the appropriate criteria at a public hearing on 4/17/24 and recommends that the Wharton Building be listed on the Spokane Register of Historic Places under Categories A & C.

After Recording Return to:  
City of Spokane Clerk  
808 W Spokane Falls Blvd  
Spokane, WA 99201

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:

RAILROAD ADD L4 B12

Parcel Number(s) 35191.2305, is governed by a Management Agreement between the City of Spokane and the Owner(s), Wharton Lofts, LLC, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. \_\_\_\_\_.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer



Dated: 5/1/2024

Dated: \_\_\_\_\_

**MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **17** day of **April 2024**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Wharton Lofts, LLC** (hereinafter "Owner(s)"), the owner of the property located at **411 West 1st Avenue** commonly known as the **Wharton Building** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

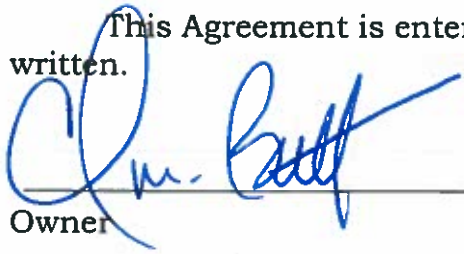
5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.



This Agreement is entered into the year and date first above written.

  
Owner

\_\_\_\_\_  
Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**MAYOR**

\_\_\_\_\_  
Megan M.K. Duvall

\_\_\_\_\_  
Lisa Brown

**ATTEST:**

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

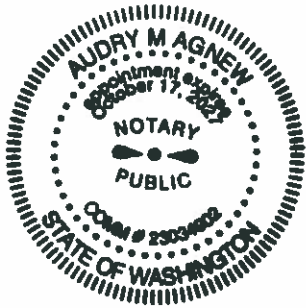
**Approved as to form:**

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

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this 1<sup>st</sup> day of May, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Christopher M. Batten, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that He (he/she/they) signed the same as his (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1<sup>st</sup> day of May, 2024.



Audry Agnew  
Notary Public in and for the State  
of Washington residing at Spokane  
My commission expires 10.17.27

STATE OF WASHINGTON )  
County of Spokane ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane

My commission expires \_\_\_\_\_

## Attachment A

## Secretary of The Interior's Standards

**1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

**6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



**Wharton Building**  
**411 W 1st Avenue**  
**Spokane Register of Historic Places Nomination**  
**4/11/2024**

# Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor  
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

## 1. Name of Property

Historic Name: Wharton Building  
And/Or Common Name: Wharton Building

## 2. Location

Street & Number: 411 W. 1st Avenue  
City, State, Zip Code: Spokane, WA 99201  
Parcel Number: 35191.2305

## 3. Classification

Category	Ownership	Status	Present Use
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public <input type="checkbox"/> both	<input type="checkbox"/> occupied	<input type="checkbox"/> agricultural <input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input checked="" type="checkbox"/> work in progress	<input checked="" type="checkbox"/> commercial <input type="checkbox"/> park
<input type="checkbox"/> structure			<input type="checkbox"/> educational <input type="checkbox"/> residential
<input type="checkbox"/> object	<b>Public Acquisition</b>	<b>Accessible</b>	<input type="checkbox"/> entertainment <input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government <input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial <input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military <input type="checkbox"/> other

## 4. Owner of Property

Name: Wharton Lofts LLC  
Street & Number: 502 W. Riverside Avenue  
City, State, Zip Code: Spokane, WA 99201  
Telephone Number/E-mail: Chris@RenCorpRealty.com

## 5. Location of Legal Description

Courthouse, Registry of Deeds: Spokane County Courthouse  
Street Number: 1116 West Broadway  
City, State, Zip Code: Spokane, WA 99260  
County: Spokane

## 6. Representation in Existing Surveys

Title: East Downtown Historic District National Register Nomination  
Date: 2003  Federal  State  County  Local  
Depository for Survey Records: Spokane Historic Preservation Office

## 7. Description

### Architectural Classification

### Condition

- excellent
- good
- fair
- deteriorated
- ruins
- unexposed

### Check One

- unaltered
- altered

### Check One

- original site
- moved & date \_\_\_\_\_

*Narrative statement of description is found on one or more continuation sheets.*

## 8. Spokane Register Criteria and Statement of Significance

**Applicable Spokane Register of Historic Places criteria: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

- A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield, information important in prehistory history.
- E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

*Narrative statement of significance is found on one or more continuation sheets.*

## 9. Major Bibliographical References

*Bibliography is found on one or more continuation sheets.*

## 10. Geographical Data

Acreage of Property: less than 1

Verbal Boundary Description: RAILROAD ADD L4B12

Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

## 11. Form Prepared By

Name and Title: Jim Kolva

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Date Final Nomination Heard :

## 12. Additional Documentation

*Additional documentation is found on one or more continuation sheets.*

**13. Signature of Owner(s)**

\_\_\_\_\_  
\_\_\_\_\_

**14. For Official Use Only:**

Date nomination application filed: March 17, 2024

Date of Landmarks Commission Hearing: April 17, 2024

Landmarks Commission decision: Approved

Date of City Council/Board of County Commissioners' hearing: May 27, 2024

**I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.**



5/1/24

**Megan Duvall**  
**City/County Historic Preservation Officer**  
City/County Historic Preservation Office  
Third Floor – City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**Date**

Attest:

Approved as to form:

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

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



### SUMMARY STATEMENT

Fronting north on the south side of 1<sup>st</sup> Avenue, the three-story painted brick building is symmetrically arranged and divided into four bays. Constructed in 1901, the front façade of the building was modified in 1912 with the addition of the parapet pediment, with the Wharton name emblazoned on a panel within the stepped triangular pediment. The front façade was again revised when the first-floor storefront was reconfigured as a restaurant. Currently, the building is undergoing a renovation pursuant to a Part 2 Federal Historic Tax Credit application including the rebuilding of the ground floor façade to be more in keeping with the historic period of the building. Three brick piers divide the facade into two sections, each section with two window bays in the second and third floors. Between the piers is a corbeled projection that transitions to the pediment, which, in addition to the Wharton panel, is adorned with a row of rectangular recesses. Belt courses articulate the sills of second and third story windows. The building is topped by a flat built-up tar composition roof.



Figure 1: Wharton Building, 2024

The upper floor windows are original with four paired bays each. The second-floor windows are double hung, one over one wood with flat arches and keystones. Third floor windows are also paired double-hung within semicircular arches with keystones and a corbeled belt course at the springer line (with some modification to the wood sash).

### DESCRIPTION OF PROPERTY – CURRENT CONDITION AND APPEARANCE

The three-story front façade faces north along 1<sup>st</sup> Avenue. Within the East Downtown National Historic District, the building is mid-block and bracketed by three-story brick buildings on either side: the three-story Oakley Building at 417 West 1<sup>st</sup> Avenue (1908) is adjacent to the west; and the three-story Golden West Hotel at 401-409 (1903) abuts the east side. A private alley forms the southern boundary with an asphalt parking lot between the alley and the BNSF railroad viaduct. Fifty-feet-wide, the building is 95 feet in depth on a trapezoidal lot of 50 feet wide by 106 feet on the west boundary and 100 feet on the east boundary. The land slopes down slightly to the north with the grade along First Avenue about 8 feet lower than that along the south end.

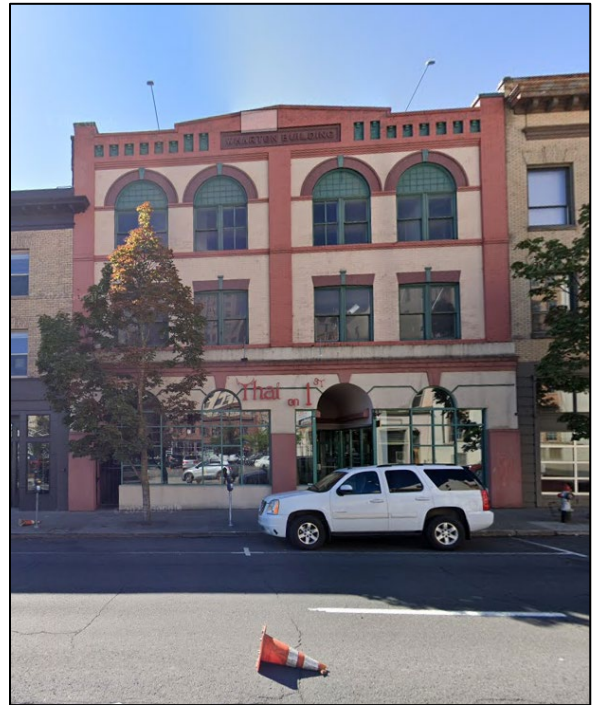
The symmetrical front façade is flat with no major projections. Three brick piers that project slightly and are supported by granite blocks divide the facade into two sections, each section with two window bays in the second and third floors.

The first-floor storefront was rebuilt in the late 1990s to accommodate a restaurant on which an historically incompatible façade was attached. The second and third floors were unaltered in earlier modifications. In a 2023 renovation, the first-floor façade was again removed and, this time, replaced by a storefront consistent with the historic period of the building. The removal of the 1990s storefront revealed the granite blocks on which the brick piers rested in support of the steel I-beam spanning the first floor. The front façade was also repainted.

The storefront is divided into four sections on each side of the central pier. Brick piers also define the corners. Removal of the 1990s storefront revealed Low recessed panel bulkhead walls, storefront windows and transom windows approximate the original façade of the building. The east section consists of a pedestrian door in the east end the provides access to the two floors above, three storefront windows divided by thick wood mullions and the transom consisting of four lights divided by wood mullions. The transoms extend to a steel I-beam that spans the facade. West of the central pier is a two-bay recessed approach landing with the sidewalls angling to a single door entry. Two vertical glass sidelights flank the door opening. Two glass storefront bays complete the façade.

Corbeled brick belt courses running from corner to corner articulate the sills of second and third story windows. The upper floor windows are original with four paired bays each — two in each of the sections created by the piers. The second-floor windows are double hung, one-over-one wood with voussoired flat arches and keystones. The third-floor windows are also paired double-hung wood but within semicircular arches with keystones and a corbeled belt course at the springer line. The arches are voussoired brick with an extrados of a single projecting soldier course. The sash within the arch itself is a grid of twenty-six ten-inch-square lights. The brick keystones of the third floors arches extend beyond the extrados to a three-course corbel that runs between the brick piers. The corbel extends to the wall plane established by the three piers and parapet wall. The parapet was modified in 1912 when Mrs. Marion C. Wharton, a widow who had just purchased the building, added the stepped low triangular pediment and added a panel with the letters “WHARTON BUILDING.” Flanking both sides of the panel is a series of eight square and rectangular recesses within the parapet wall. According to a 1903 photograph, the parapet wall ran straight across with the recesses in the wall segment now occupied by the panel.

The East Downtown Spokane district nomination assumes that the Wharton name in the pediment was to honor Samuel Wharton, the husband of Marion Wharton. He was deceased before she bought the building, and the naming of the Wharton may have been for herself. She had established herself as a prominent and astute businesswoman in her own right.



*Figure 2: The Wharton Building prior to rehabilitation*

### East and West Façades

The west façade is adjacent to a three-story building thus has no exposed features. Likewise, a three-story building is adjacent to the east façade, but is slightly lower thus the upper portion of the Wharton's blank façade is visible.

### Rear Façade

The rear façade is flat and divided into six bays, but is a mishmash of sheet metal vents, doors and windows. Wood sash windows and doors are badly deteriorated. Several brick courses above the third-floor window openings, a two-course brick belt course divides the top of the third floor and solid, plain



Figure 3: Rear elevation of the Wharton Building

parapet wall. It appears, that with a slightly different brick color, the parapet wall was increased in height, likely in the 1912 remodel.

The first floor is slightly below grade and is configured from west to east with a square sheet metal vent extending through a former window opening, a pedestrian door, two window openings--one boarded over and one glass block--a double-door pedestrian entry, and a single window opening also filled with glass block. Both ground floor entries are approached by concrete approach slab, and one concrete step down to a concrete landing flanked by concrete curb walls. The entry doors are double flat slab metal, framed by brick

jambos formed by the façade wall and a steel lintel that extends about eight inches beyond the opening. To the east of these doors is a window opening filled with a grid of glass blocks, three wide and four high.

To the west of the double doors is a low window framed in the brick façade wall with a brick header sill that projects slightly. Within the opening is a grid of glass blocks, three wide and four high topped with bricks to fill in the arch. The glass blocks replace the original sash which was framed by a segmental-arched opening of voussoired brick soldiers. West of this opening is a gas meter and a boarded window opening of the same size and configuration. Near the southwest corner is a door opening with flat slab metal door. Like the double doors, its entry landing is recessed below grade. The door is framed by the brick wall jambos and a segmental arch of brick soldier voussoirs.

The second and third floors are a mishmash of openings—segmental arched and flat arched doors and windows. Seven openings, six windows and a door are at the second-floor level. From east to west are three equally spaced window openings, two segmental arch openings flanking a flat arch opening. Slightly west of the building center line, is a flat arch door opening covered with plywood. West of the door are two flat arched windows and a segmental arch window. Between the two flat arched windows is a bricked-in segmental arch opening from which a corbeled brick ledge supports a terra cotta chimney elbow. All windows have slightly projecting brick header sills.

The third floor has six openings, five segmental arch windows and one flat arch exit door. The three easterly windows and the west window are aligned over the second-floor bays. A rusted steel fire escape platform and railings with a ladder to the roof front the fire exit door.

The rear façade will be modified pursuant to the Part 2 of the Federal Historic Tax Credit program. In that application, the ground floor and second floors will be revised and two windows (one on 2<sup>nd</sup> and 3<sup>rd</sup> floors) will be added to the now blank exposed east wall of the building. To allow more light into the residential units of the second floor, the existing windows will be expanded by cutting and removing the brick below the sills to floor level.

### **Interior**

The building has no basement, but the foundation walls consist of basalt rubble and brick walls.

The first floor was completely altered in the late 1990s remodel with the removal of the original store bay partitions and the construction of a restaurant on the ground floor and splitting the mezzanine with restaurant utility spaces on the west side and office and living quarters on the east side. In the current remodel (2023), the restaurant and portions of the mezzanine have been gutted and the space will be reconfigured per future tenant needs. The main entry from 1<sup>st</sup> Avenue is slightly offset to the west side of the center column of the building.

The second and third floors are accessed by a single door glass-panel door in the northeast corner to a straight run of wood steps running south to the second floor. The second floor contains several small rooms, including restrooms, within the south end; and a large assembly hall in the northern two-thirds. A corridor along the east wall provides access to the stairs which run north to the northeast corner, opposite the stairs to the second floor. The stairs open to a vestibule with a single door in the west wall to a reception area, including restrooms, along the north wall, and a large meeting hall to the south.

The third-floor meeting hall is open with boxed beams with decorative moldings spanning the room onto engaged posts along the west and east walls. Most of the original base molding and post and beam molding is intact. Wood floors are exposed but cupped from water damage. Roof leaks in the south end have caused extensive water damage to floors, ceiling and moldings.

As with the ground floor, and again pursuant to the Part 2 of the Federal Historic Tax Credit program, the second and third floors will be gutted and reconfigured into eight apartment units on each floor. In conjunction with this retrofit, the stairs between the second and third floors will be reversed from mid-floor to northeast corner, to mid-floor to south.

### ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Constructed in 1901, the building was modified in 1912 with the extension of the parapet and pediment of the front facade by its new owner, Mrs. Marion C. Wharton, a widow and real estate investor, who had the Wharton name emblazoned on a panel within the stepped triangular pediment. A 1903 photo in the Spokane Polk Directory (p.168) depicts the building prior to the addition of the stepped pediment.

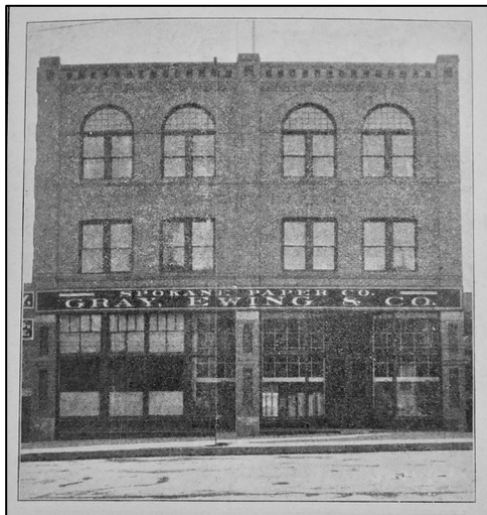


Figure 4: Monaghan Building. 1903 Polk Directory. p. 169

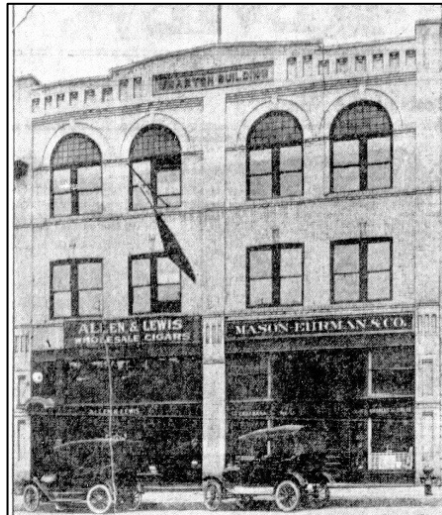


Figure 5: Wharton Building. The Spokesman-Review. 1918



Figure 6: Wharton Building 2022

The first floor was altered in the late 1990s with the original storefronts removed and replaced by contemporary commercial front with four semi-circular-arch bays aligned below the second and third widow floor bays. From east to west is a narrow flat arch door opening that provides access to the second and third floors; two semi-circular arch bays with an eight-panel grid within the arches and sidelights; a semi-circular arch recessed entry bay with double glass panel doors, and a semi-circular-arch window bay configured similarly to the easterly bays. The corner piers, middle pier, a low bulkhead wall, keystones, and a low relief cornice frame the openings. The first-floor detailing was clad with stucco.

The 1997 ground floor façade was removed in 2023 and rebuilt in accordance with a National Park Service Historic Tax Credit project. The new façade, while not attempting to duplicate the original façade, is consistent with the typical commercial storefront of the period. The new façade is wood with a recessed panel bulkhead wall, wood-frame storefront windows and entry doors, and fixed glass transoms. The storefront is divided into four bays on each side of the center column and includes the main entry door on the west side of the column, and a single-door entry in the east corner to the upper floors.



The Wharton Building, 2024

## **SECTION 8: STATEMENT OF SIGNIFICANCE**

<i>Areas of Significance:</i>	<b>A – Broad Patterns of Spokane History</b>
	<b>C – Architecture</b>
<i>Significant Dates:</i>	<b>1901, 1999, 2023-24</b>
<i>Period of Significance:</i>	<b>1901-1968</b>
<i>Architect:</i>	<b>A.E. Saunders</b>
<i>Building Developer:</i>	<b>James Monaghan</b>
<i>Building Contractor:</i>	<b>J.H. Clemmens</b>

### **SUMMARY STATEMENT**

#### **Significant under Category A – Broad Patterns of Spokane History**

The 1901 Wharton Building is listed as a contributing structure in Spokane's East Downtown Historic District. Constructed during downtown Spokane's most significant growth period, 1900 to 1910 when the city's population surged from 36,848 in 1900 to 104,402 by 1910, the building retains good integrity of location, design, materials, workmanship, and association. The Wharton Building meets the characteristics of the building types and uses included and described within that district.

The three-story brick structure was built in 1901 by Spokane pioneer, real estate investor, capitalist and civic leader, James Monaghan. Monaghan had arrived in the Spokane area in the 1850s and established a trading post in Spokane in 1882. He was a freeholder in drafting the city's articles of incorporation in 1891 and was chosen as a city commissioner. In 1901 he enlisted Spokane architect A.E. Saunders to design a fine commercial building on 1<sup>st</sup> Avenue.

The building retains significant integrity as a vernacular commercial building within the interior of an intact block of commercial buildings of the same era. According to the East Downtown District nomination: "The south side of the 400 block of W. First Avenue also reflects the typical streetscape of downtown Spokane during its building boom decade of 1900-1910. The commercial vernacular buildings and SROs (Golden West Hotel, Transient Hotel, Stewart Building) in the district are typical in their characteristics and scale (two to three stories; brick with decorative parapet or cornice and double-hung wood windows) and most retain a high level of integrity. The various uses reflect the diversity of businesses in the area—print shop, paper company, blacksmith shop, furniture store, taverns, and a heating and plumbing company among others." General characteristics of these buildings include unreinforced masonry construction, stepped parapets, patterned brickwork and corbeled parapets and courses. Exhibiting similar construction as its neighbors, the interior configuration differed in that, unlike its neighbors, it did not include residences above the commercial first floor. As opposed to single room occupancy hotels which typified the downtown, the second and third floors contained open meeting halls that were used for fraternal lodge halls such as the Moose and Elks, a union hall, the Spokane public museum, and dance halls.

#### **Significant under Category C – Architecture**

The three-story painted brick building is a good example in the downtown of a mid-block vernacular commercial building. With commercial use on the ground floor and meeting halls on the second and third floors, the building's function was somewhat different than its neighboring single room occupancy hotels. Its basalt rubble and brick foundation, symmetrical brick façade, voussoired flat-arched and round-arched window bays, decorative brick belt courses, keystones and cornice, are characteristic commercial building features of the first decade of the 20th century. The first floor historically incompatible storefront was added in the late 1990s to accommodate a restaurant. The second and third floors remained unaltered. In

a 2023 renovation, the first-floor façade was again removed and, this time, replaced by a storefront facade consistent with the historic period of the building.

Arthur E. Saunders, architect, was born in England, moved to California and formed a practice in Santa Cruz. He practiced in California for twelve years before moving to Spokane in 1897 and opening an independent practice. Local newspapers claimed he was responsible for many of the city's splendid structures and they were "monuments to his skill, taste, and ability." They noted that he was "one of the ablest men in our town, [engaged in] the greatest and most enduring of the arts." He is credited with 30 houses in Spokane and designed the Lincoln Hotel (NRHP), A.C. Billings store, and Harrington State Bank in Harrington. He moved to Boulder, Colorado in 1904 and designed several notable projects over his twenty-year practice.

### **Historical Context**

The historical context for Spokane has been included in several National and Spokane Register nominations, including the East Downtown National Historic District (Woo, 2003) and National Historic Register multiple-property listings: Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910 (Holstine, 1993); thus, the Spokane historic context discussion to follow is abbreviated.

The Spokane River and its falls had long been a gathering place for Native American tribes. It also attracted white settlers, J.J. Downing and family, and S.R. Scranton who established a claim at Spokane Falls in 1871. James N. Glover and Jasper Matheney would follow and purchase the claims of 160 acres and the sawmill from Downing and Scranton. Early industry would use the water power for milling and sawing lumber and to generate electrical power. The settlement would grow slowly until the coming of the railroad.

The Northern Pacific Railroad arrived in Spokane Falls in 1881, the year of Spokane's incorporation, and with the connection of the eastern and western branches in 1883, transcontinental service through Spokane Falls was established. Spokane continued to grow as a regional shipping and distribution center through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people. Although suffering a set back by the fire of August 4, 1889, which destroyed approximately thirty-two blocks of the business district from the railroad tracks to the river and from Lincoln to Washington Streets, the city quickly rebounded as new brick buildings rose from the ashes. The devastation wrought by the fire resulted in a city ordinance to reduce fire hazard, leading to brick and terra cotta becoming the dominant building materials of the rebuilt downtown.

When Spokane rebuilt the downtown after the fire, the business district would spread east to Division Street and follow Monroe Street across the river. Sanborn Fire Insurance maps from 1891, 1902, and 1910 show a marked increase in the building of commercial buildings in the east downtown. Frame dwellings gave way to brick commercial buildings and street frontages began to solidify. Among the property types and businesses that were prevalent were hotels, lodging houses, saloons, banks, drug stores, and restaurants. They were built to meet the needs of a rapidly growing population.

Generally, warehouses cropped up along the Northern Pacific rail corridor, between the two alleys bracketing the tracks. In the blocks north of that warehouse district and the Northern Pacific railroad depot were shops and two-to-three-story residential hotels, or SROs. These hotel blocks ran along Riverside and Sprague avenues, and the cross streets between Washington and Browne streets as they melded with the office and retail district.

According to Historian Woo (2003), Spokane's population exploded from 36,848 to 104,402 between 1900 and 1910.

This growth mirrored the population expansion of the state that saw its greatest increase in the same decade. Many people moving to Washington settled in the state's three largest cities: Seattle, Tacoma, and Spokane. Various industries rapidly developed and with it a demand for more buildings. Most of the city's urban downtown skyline was created from about the late 1890s to 1912 with the construction of office buildings, banks, hotels, department stores and other commercial buildings. As author John Fahey describes, Spokane, which had put up 675 new structures in 1900 as migration accelerated, built 1,500 to 1,900 buildings a year from 1904 through 1909.

The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910. Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace with the speculative growth. By 1950, the population had increased by only 50,000.

### **East Downtown National Historic District**

According to the nomination (Woo, 2003), the period of significance for the East Downtown Historic District begins in 1890 with the construction of the Northern Pacific Depot and ends in 1953, the fifty-year date set for eligibility for the National Register. Approximately two-thirds of the existing buildings in the district were built in the first decade of the 20th century during Spokane's biggest era of economic and population growth. According to the nomination:

The East Downtown Historic District is located on the fringe of downtown. Building heights range from one-story to eight stories, with most averaging two or three stories in the industrial area adjacent to and south of the tracks. Most of the buildings in the district are commercial vernacular in style and clad in brick. Foundations are stone, brick, or concrete. Typically, the ground floor is occupied by small businesses while the upper floors are used for offices or hotels/residential apartments.

Although built in the era of and bracketed by SROs, a specific type of working-class housing that was developed to house the itinerant workers who came to Spokane, the building was never intended for residential use. The building meets most all of the exterior characteristics of the SRO, but instead, the second and third floors were open and used as lodge halls or dance halls. Most of the SRO building types were constructed between 1900 and 1910 to meet the housing demand the itinerant workers created. The SRO in Spokane was typically two to four stories in height with ground floor commercial/retail space and hotel rooms on the upper floors.

Buildings within the district vary in use but generally fall in the following categories: transportation; commercial; industrial; and single room occupancy hotels (SROs). The diversity of businesses allowed for a community to live and thrive in downtown. The Wharton was somewhat unique in that the upper floors were left open to function as lodge halls to accommodate early Spokane fraternal organizations. But they were not built specifically for a single organization and accommodated several groups including the Moose, Elks, the City Museum, union hall, Ramp dance hall, American Legion, and USO.

### **Development of the Wharton Block**

The Wharton Building is in the block bounded by 1<sup>st</sup> Avenue on the north, Washington Street on the east, the BNSF Railroad viaduct on the south and Stevens Street on the west, Block 12, Railroad Addition. The block is trapezoidal 300 feet along 1<sup>st</sup> Avenue, 275 feet along Stevens Street, 311 feet along the



BNSF viaduct, and 195 feet along Washington Street. Consequently, lot 5, the subject lot, at 90 feet, has less depth than in the typical downtown lot. The block also includes the 14-foot east-west Railroad Alley Avenue alley (now private) that runs between Washington and Stevens streets.

The 1889 and 1891 Sanborn Fire Insurance Maps indicate that the site was a portion of a larger parcel occupied by a wood frame dwelling that fronted on 1st Avenue and two smaller wood frame sheds along the south edge of the site, facing E. Railroad Avenue. The lot fronted on both 1st and Railroad avenues. The remainder of the block had wood frame buildings--a dwelling, a livery, and at the west end, an agricultural implement warehouse, and agricultural implements shed.

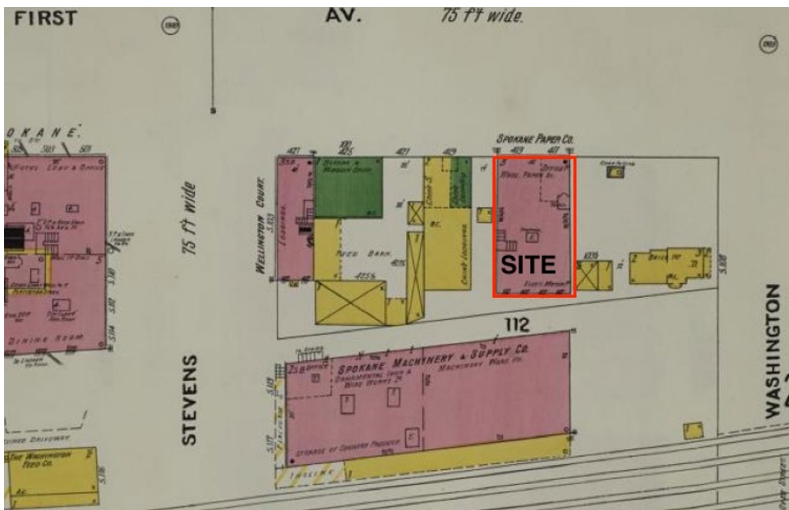


Figure 7: 1902 Sanborn map showing the block with "Spokane Paper Co."

In 1902, the Wharton building is depicted on the map in its mid-block location as the Spokane Paper Co. The west end of the block contains a second brick building labeled the Wellington Court (Hotel Aberdeen SRHP). Between and at the east end are wood frame buildings listed as stable, barn and dwelling. Portions of two buildings between the two brick buildings were denoted as fire resistive. Between Railroad Avenue and the Northern Pacific tracks was the brick Spokane Machinery & Supply Co. with a wooden loading platform along the rail spur.

The 1910 Sanborn shows the complete transformation of the block. Only one dwelling remained, a brick house behind (south side) the three-story brick adjacent to the east of the Wharton (Golden West Hotel). The remainder of the block was occupied by brick store fronts, mostly SROs, from two to four stories in height. To the south, the brick warehouse building, now a wholesale grocery warehouse, remained between Railroad Avenue and the railroad tracks.

The 1952 Sanborn shows the same buildings as 1910 with the removal of the brick house behind the northeast corner building.

#### **411-415 West First Avenue, building history**

The three-story brick building was built by Spokane pioneer, real estate investor, Irish immigrant, capitalist and transportation entrepreneur, James Monaghan in 1901. Monaghan had arrived in the northwest in the late 1850s, operated a ferry and built a bridge across the Spokane River, settled in the Chewelah-Colville area, and moved back to Fort Spokane in 1882 to become a post trader. Moving into the town of Spokane Falls, Monaghan was a freeholder in drafting the articles of incorporation for Spokane and elected city commissioner in 1891.

The *Spokane Chronicle* reported in its December 19, 1899 edition that James Monaghan had purchased the entire interest in Granite and Post Office blocks from Edward and Mary O'Shea. The year before, he and the O'Sheas had purchased the buildings from the receiver of the Washington Savings Bank. The value of the transaction was thought to be nearly \$100,000.

The building that would become the Wharton building was built by James Monaghan as first reported in *The Spokesman-Review Twice Weekly* under “**Spokane News.**”

James Monaghan will at once commence the erection of a three-story and basement business block on the south side of First avenue between Stevens and Washington streets. The building will be used exclusively by Gray, Ewing & Co. who are arranging for a 10-year lease. With the paving of First avenue it has become a business thoroughfare. In the past year three brick blocks have been erected on the avenue in this vicinity and more are expected to follow soon.

As reported by the *Spokane Chronicle* on October 11, 1900, a “**Three-Story Brick Block,**” the city board of public works issued a building permit to James Monaghan for the erection of a new brick building. Monaghan’s building was one of many that were highlighted by *The Spokesman-Review* on November 9, 1900. “**Cost of \$700,000,**” touted the article. “Twenty Business and Public Buildings This Year.” These new buildings included two “immense” structures of F. Lewis Clark, two school buildings, Elks’ Hall, streetcar barns, breweries and various business enterprises. Clark, from his gleanings at the mines, was building the Spokane Club and Empire State building. Heiber Brewing was rising on Second, the Elks Club at Front and Post, Webster and Holmes schools, an addition to the Peyton building, Hotel Spokane, Powell, Roberts & Finley wholesale grocers, Henco brewery, several additions; and six additional two- and three-story brick buildings, including another Monaghan three-story brick building between Adams and Jefferson on Sprague. On November 19, 1900, James Monaghan received a permit for the address 411 West 1st Avenue to connect to city water.



Figure 8: James Monaghan  
(Odessarecord.com)

“**Clemmens Is To Build It**” reported the *Spokane Chronicle* on October 9, 1900. He was awarded the contract to build the \$10,000 brick block for James Monaghan to be erected on First Avenue, between Washington and Stevens, on the south side of the street. Architect A.E. Saunders had designed the fine three-story brick building. The contract called for the building to be turned over to the owner January 15, 1901. As described by the article, the building would be three stories high with a cellar.

While the ground in front will be on a level with the entrance, in the rear it will be midway between the first and second floors, or perhaps a little nearer the second. This will enable freight to be unloaded from the cars while they are on the track onto the second floor and from there it can be transported to any part of the building. There is a frontage on First avenue of 50 feet and the structure will be 95 feet deep. The building has been leased to Gray, Ewing & Co. The company will use the top floor for making paper bags and other paper articles.

The building was completed by J.H. Clemmens in 1901 and opened with the Gray, Ewing & Co, a wholesaler and seller of paper products including bags, tablets, inks, printers’ stationery and school supplies that occupied the entire ground floor under a ten-year lease. Gray and Ewing would outgrow the space and relocate in 1908.

**“Worth A Fortune,”** reported *The Spokesman-Review* on October 13, 1901. **“Business Blocks That Cost Thousands Spring Up Over The City” “Business Center Goes South” “New Blocks Are Being Constructed Along Sprague and First Avenue—Where they Lie”**

Sprague and First avenues were the hot spots of Spokane real estate, new buildings were filling the block fronts between Washington and Jefferson streets.

Some of the largest business houses in the city are finding their homes now along First and Sprague avenues, and these two streets are developing into business centers that promise soon to be important factors in the highways of the city’s commerce.

The cost of the improvements on the two avenues has not been less that \$300,000. Nine fine new buildings have been constructed within the past two years, or are now in the course of construction in the territory.



The article lists the four-story Gandy Block, the Spokane Theater, Felix Block, Graham Block, five-story Frank Hogan Block, Ridpath Block, Jennings Block, Diamond Carriage, and the Gray & Ewing Company’s block on 1st avenue also completed by James Monaghan nearly eight months before.

In 1909, the building was purchased by Mrs. Marion C. Wharton, the recent widow of real estate and mining investor, Samuel Wharton. Mrs. Wharton, a wealthy real estate investor in her own right, paid \$50,000 (\$1.6 million in 2022) for the building and three years later, in 1912, hired architect J.K. Dow and contractor J.B. Sweatt to make \$8,000 in alterations to accommodate the Elks Lodge. During that remodel, the Wharton name was placed in a raised letter panel in the stepped pediment of the front façade.

Mrs. Wharton had been the subject of an October 27, 1907 article by *The Spokesman-Review* (see left), **“Woman Amasses Riches in Real Estate.”** The article, which included a photo of Mrs. Wharton, told of her recent sale of the Blackwell townsite in Spirit Lake in Idaho.

“The Story of Washington Woman” might be the fitting title for some highly interesting memoirs where Mrs. S.M. Wharton of 710 Superior street inclined to write an autobiography. Mrs. Wharton has recently sold more than \$50,000 worth of land at Spirit Lake Idaho.

Such a story would speak volumes for the boundless opportunities which await woman, no less than mere man, when she seeks to carve out a fortune on her own initiative in the Pacific northwest wonderland of effort. What Mrs. Wharton has accomplished is typical of the success which surely awaits the able, aggressive woman who, from either choice or necessity, pursues the paths of commercial conquest in the Inland Empire. Mrs. Wharton glories in the name of business woman. With her the magic name of business is one to conjure by. She loves to watch the big play of events and to actively participate in them. It is in the natural resources of a developing country that she has found her field of action. ...

Mining and real estate are the two branches of business which Mrs. Wharton has managed to drive tandem to a fortune.

Acting in conjunction with her husband soon after their arrival in Washington from Texas 18 years ago, she first amassed a competency in mining operations. With rare business acumen, one mining deal led to another until today Mrs. Wharton is a third owner of the famous Reco mine at Sandon, Slocum district, British Columbia, and one-half owner of the Calhoun mine in Georgia, the oldest gold mine in the United States.

...

While she was dabbling in mines Mrs. Wharton has not been indifferent to the great opportunities which real estate has offered in a growing country.

As long as a decade ago, her prophetic business instinct prompted her to invest in timber land miles away from Spokane, although the business wiseacres informed her that she was throwing her money away. Confident that time would follow as surely as the night the day when the fertile valleys of the Inland Empire would sustain a dense population, she from time to time added to her holdings.

#### **Fortune in Realty Investment**

That explains how it came to pass that when public interest began to center a short time since about charming Spirit Lake and that empire builder, F.A. Blackwell, began to look for a townsite thereabouts, it was discovered that Mrs. Wharton held title to 3000 acres of the choicest lake front and timber land property, include just what he wanted. So Mr. Blackwell and Mrs. Wharton began to dicker. The upshot of it was that Mr. Blackwell, acting in concert with the Panhandle Lumber company, bought a part of his townsite from Mrs. Wharton. Including this big sale and others, Mrs. Wharton has sold more than 2000 acres since October 1, for which she has received more than \$50,000.

While she has been equally successful in her mining ventures, Mrs. Wharton's advice to other ambitious women is: "Stick to real estate; drop mining." [article continues]

For a two-year period from 1912 to 1914, the Moose Lodge No. 873 held its functions in the building until moving to a new hall on Sprague Avenue.

In spite of the Wharton name on the building, Mrs. Wharton held it for only one more year until selling it in a three-cornered deal. *The Spokesman-Review* reported on December 13, 1913. "**Three Big Realty Deals in One Day.**" In the deal, Mrs. Wharton sold her building to Mr. J.K. Smith who sold his home on Rockwood Boulevard to attorney Will G. Graves, who, in turn, sold his house to Mrs. Wharton for her investment portfolio.

Mrs. M.C. Wharton, widow of S.M. Wharton, sold to J.K. Smith, grain dealer, property on First avenue, known as the Wharton Block for \$60,000. This is described as lot 4, block 12, Railroad addition. The lot measures 50 feet on First avenue on the south side between Stevens and Washington streets. It is 100 feet deep.

### **Building Recently Remodeled**

The building, a three-story brick structure, was recently remodeled and a new heating plant installed. The lower floor is devoted to two store rooms and long term leases are pending for both. The second floor is used for lodge rooms and the third is a dancing academy. Mr. Smith bought the property for investment purposes.

An announcement was made in the February 4, 1914 *Spokesman-Review* that “**Elks Will Lease Wharton Building**” for a two-year term. They would lease the entire building per a lease with the new owner, J.K. Smith. According to the description, stores occupied the first floor, a commodious club room on the second floor and a large lodge room on the third floor, well fitted with retiring and paraphernalia rooms, vestibules and other conveniences. The Elks planned to reconstruct the second floor to have a banquet hall, a reading room and other smaller rooms for club purposes.

Additionally, in 1912 and 1913 electrical permits were issued to the Moose Lodge #683.

The *Spokane Chronicle* caught up with Mrs. Wharton in an article of April 19, 1914:

#### **“She Likes Spokane Mrs. Wharton Says.”**

“I never have seen a city that looked more like business than Spokane does right now,” today stated Mrs. Marion C. Wharton, N712 Superior street. Mrs. Wharton returned Tuesday from a tour of three months through eastern states. “I have lived in Spokane 24 years and never saw it looking more prosperous,” she said. “I do not know any city where a person could better afford to invest every dollar he has.”

“**Pioneer Resident Succumbs.**” The death of long time Spokane resident, Mrs. Marion C. Wharton, was reported by the June 16, 1915 issue of *The Spokesman Review*. She had suffered from Bright’s disease and in the previous year had visited medical specialists in the east and middle west but found little relief. She was remembered as being an astute investor in real estate, particularly Spirit Lake which at one time was almost entirely owned by her and her late husband.

The following year, the original builder of the Wharton Building, James Monaghan passed away. A banner headline that announced, “**James Monaghan, Inland Empire Veteran, Dead,**” topped the front page of the *Spokane Chronicle* edition of January 12, 1916. “Life of One of Spokane’s Earliest Pioneers and Leaders is Ended.” “Was Notable Figure in the City’s History and Father of Nation’s Hero.” [Monaghan’s biography follows]

The Elks remained in the Wharton until 1920. On October 29, 1921, *The Spokesman-Review* reported that R. T. Daniel “**Acquires Wharton Building.**”

The Wharton Building at 411-13 First avenue, formerly the Elks Lodge home, had been purchased by R.T. Daniel from Justus K. Smith for an amount around \$30,000. Daniel, of Dallas, Texas was a former resident of Spokane and owned 11 other business blocks in Spokane, including the recently purchased Stewart building, also on First avenue.

The article mentioned that the museum of the Eastern Washington Historical Society was upstairs and the Mason-Ehrman Cigar company was on the ground floor.

(Apparently, the R.T. Daniel estate owned the building into the 1950s and 1960s. An article of June 11, 1949 in *The Spokesman-Review* reported Daniels death and “squelched rumors that some of the late millionaire’s 11 downtown office and hotel buildings here would be sold, Mr. Farrell, estate administrator, reported remodeling plans for some of the buildings will go ahead as scheduled.” Among those properties was the Wharton Building. [Mr. Wharton’s heirs as of 2023 continued to own real estate in Spokane, of which land beneath the Parkade is included.] Mr. Daniel was quite wealthy: “His entire estate in Tulsa, Miami, Dallas, Oklahoma City and Spokane was estimated at \$30,000,000 at the time of his death.” [3.8 billion in 2023 dollars])

Following the Elks, the City Museum (Eastern Washington State Historical Society) moved from the Crescent building in September 1921 to occupy the second and third floors of the Wharton building. The museum remained in the building until October 1925 when it moved to its longtime home in the Grace Campbell House in Browne’s Addition. After a period of vacancy in the late 1920s, in 1929, the upstairs space became home to a dance hall, known as the Ramp Dance, in reference to the City Ramp Garage, built across the street in 1928. The Ramp Dance operated until mid-1931, with a notice in the *Spokane Chronicle* on July 23, 1931, that the socialist party would give a dance to raise money to later establish a soup kitchen.

The ground floor commercial spaces were occupied during the 1930s by a wholesale cigar company and Howard Lanahan's tile and building material business. Lanahan's company and its successors, Parsons & Weller and Danzel & Weller continued to occupy the space at 411 until 1960. Number 415 housed a beauty supply company, before J.T. Hollingworth Blue Print Co., later Abadan's, moved into the space in 1952, remaining to 1981, eventually expanding to occupy the space at 411 as well.

After the demise of Ramp Dance, the upstairs briefly housed the Greek-American Social Club in the early 1940s. A building permit was issued in August 1945 to the American Legion Hall for alterations and partitions. In 1953 to 1960, the U.S.O. club received electrical permits for 411½.

On September 24, 1956 Abadan printers received a building permit to remodel the store front, change the window, door and reface with brick and cement-asbestos board with a value of \$2,100 for a print shop.

October 29, 1963, John Heber [sic], owner, received a building permit to lower the ceiling in the hallway, panel the stairway and change the exterior wood door to a glass door for the U.S.O. March 3, 1969, the R.T. Daniel Trust was granted a building permit to convert club rooms to a dance hall.

On February 29, 1972 building permit for interior alterations to alter second floor to a beauty parlor. This was followed on September 25, 1973 by issuance of a Certificate of Occupancy (C of O) for Karate School on 2<sup>nd</sup> floor, and another C of O for a Karate School on July 5, 1978 for 411-1/2 First.

Dean Gilbert, a long-time Spokane book dealer, moved into the shop at 411 in 1981 and entertained book lovers until he was forced to move in 1994 after the building owner refused to renew his lease. After a 39-year career, Gilbert, the proprietor of Inland Book Store would retire and the business would move with a new owner to the Atrium building. Thai Imports followed Gilbert into the space with a building permit issued in September 1994 for a commercial building remodel for an antique shop.

On December 15, 1997 a building permit was issued for restaurant remodel followed on December 18, 1997 by an application for a liquor permit for Thai on First at 411 West First. The restaurant remodel changed the interior of the ground floor and a complete transformation of the ground floor façade. The

restaurant operated until closing in 2021, and the second and third floors had been vacant for several years.

**Building Owner/Developer – James Monaghan - (1839 -1916)**

James Monaghan was born in Belturbet, Ireland, on September 22, 1839 to John and Mary Ann Monaghan. Orphaned at the age of three, he lived with his maternal grandparents until the age of 17, then crossed the Atlantic to New York and resided with his physician brother. In 1858 he continued west, crossing the isthmus of Panama and sailing to Vancouver on the Columbia. He began his employment on sailboats the steamboat Colonel Wright, moved to operation of a ferry crossing the Spokane River about 21 miles below the current city of Spokane.

As stated by Durham in his history of Spokane: “James Monaghan inseparably interwoven with the history of Spokane is the name James Monaghan, who from the time that he first arrived here in frontier days down to the present time has left his impress upon the substantial development and upbuilding of the western empire.”

In 1865 he built a bridge over the Spokane River, later called the La Pray bridge. During this time he also planted the first apple tree in Spokane County. He was married while living in Walla Walla in 1871, moved to what is now Chewelah, purchased land and traveled with the Indians and ultimately founded the town. He moved to Colville in 1873, became a merchant a, received a contract to handling the mails, and was involved in public affairs.

Monaghan became the post trader of Fort Spokane which had been established in 1882. In his association with C. B. King who had established a store at Fort Sherman on Lake Coeur d’Alene and founded the town of that name. With the discovery of the mines in 1883, he was associated with investors to put the first steamers on lake Coeur d’Alene. He and partners also built a wagon road to serve the mining camps and made the original survey for an electric road from Coeur d’Alene to Spokane and sold his interest to D.C. Corbin in 1886.

He was one of the organizers of the corporation which in 1888 began the building of the Spokane Falls & Northern Railway, having the line surveyed the following year, after which Mr. Monaghan sold his interest to Mr. Corbin. He was also one of the original owners of the Cariboo Gold Mines in British Columbia, personally superintending the work and was president of the company until 1898, when he sold his stock. The financial panic of 1893 caused him severe losses but with indomitable courage and energy he has recovered from these and is today one of the substantial citizens of Spokane, where in financial circles he is well known as a director of the Union Trust Company and also of the Traders National Bank.

He had married Margaret McCool of Walla Walla in 1871 with whom he parented six children, one of who was killed in the service of his county in the South Pacific. Monaghan passed away in his Spokane home on January 12, 1916. (*Durham, N.W. Vol 2 by The S.J. Clarke Publishing Company Spokane:1912*)

**Architect – Arthur Saunders** – 1860 – 1935 *(By Michael Houser, Washington State Architectural Historian - Feb 2019, Department of Archaeology and Historic Preservation)*

Born in England on April 14, 1860, Spokane architect Arthur Edward Saunders reportedly apprenticed in the building trades before immigrating to the United States in 1885. He had also taken a course in the “science of construction” at the art school in South Kensington. At the age of 25, seeking new adventures, Saunders moved to California and formed an architectural practice with Daniel A. Damkroeger in Santa Cruz. Together they designed a high school in Soquel (1889), a suburb of Santa Cruz; and the Visalia Railroad Company Depot (1893) and High School (1896) in Visalia. While the partnership lasted for a few short years, Saunders remained in California for twelve years. While there he met and married California native Carrie Gould in 1896.

In 1897, for reasons unknown, the family moved to Spokane, where Saunders opened his own independent architectural practice. ...Local newspapers claimed he was responsible for many of the cities splendid structures and they were “monuments to his skill, taste, and ability.” They noted that he was “one of the ablest men in our town, [engaged in] the greatest and most enduring of the arts.”

While some publications note that he designed about 30 homes in Spokane, the exact locations of these dwellings are unknown at this time. Known projects include the Florence Crittenton Home for Unwed Mothers (1903); a rental house for C.J. Fauling (1901, W. 5<sup>th</sup> Ave. & S. Oak St.); the A.A. Barnett House (1904 SRHP, 902 W. Augusta); the Wilson Apartments (S. 309 Wall); and the Lincoln Hotel in Harrington (1902, NRHP), the Harrington State Bank (1901), and a store for A.C. Billings all in Harrington. At least one of his designs was featured in *Keith Magazine* on home building (Jan. 1910).

Saunders and the family left Spokane and moved to Boulder, Colorado in 1904. Shortly thereafter he formed a partnership with Charles H. Wright. However, by 1907 they had parted ways and Saunders continued with an independent practice. Over the next 20+ years Saunders made a significant impact on the community of Boulder designing a variety of buildings in multiple architectural styles. Notable projects include the Grill Mansion (1905); the Christian Church (c.1915); and the Randall-Hickman House (1918).

After his first wife, Carrie, passed away, Saunders remarried in 1917 at the age of 56. His second wife, Alda Ann Barnes (27 years his junior) was also a widow and had a young 10-year-old daughter, Katie Mae.

Polk Directories indicated that Saunders continued to practice until death on October 29, 1930. He is buried at the Green Mountain Cemetery in Boulder. His son, Arthur Gould Saunders, was longtime draftsman in a variety of architectural firms but never became a licensed architect.



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--. "Three Big Realty Deals in One Day." 12/7/1913. p1:6.

--. "Graves Secures Fine Residence." 12/8/1913. p8:1.

--. "Elks' Lodge Rents Wharton Building." 2/5/1914. p8:2.

--. "She Likes Spokane, Mrs. Wharton Says." 4/19/1914. p10:2.

--. "James Monaghan, Inland Empire Veteran, Dead." 1/12/1916. p1:1-6. (banner)

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- . "Union Labor Buys Wharton Building." 5/8/1918. p1:3.
- . "Four City Heads Aid Labor Temple." 5/10/1918. p6:3.
- . "Move Museum To New Home." 7/3/1921. p7:1.
- . "Acquires Wharton Building." 10/29/1921. p2:1. (Daniel)
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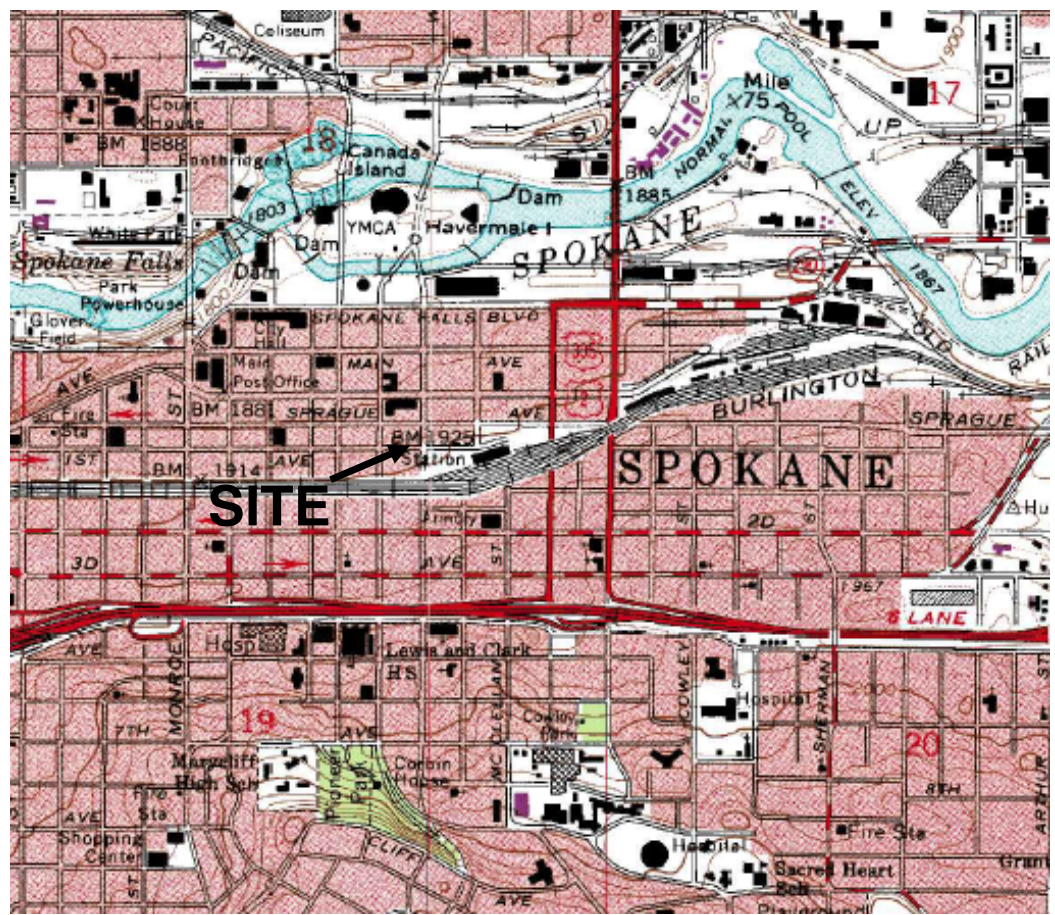
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## **Maps, Drawings, and Photographs**

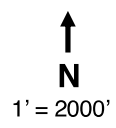


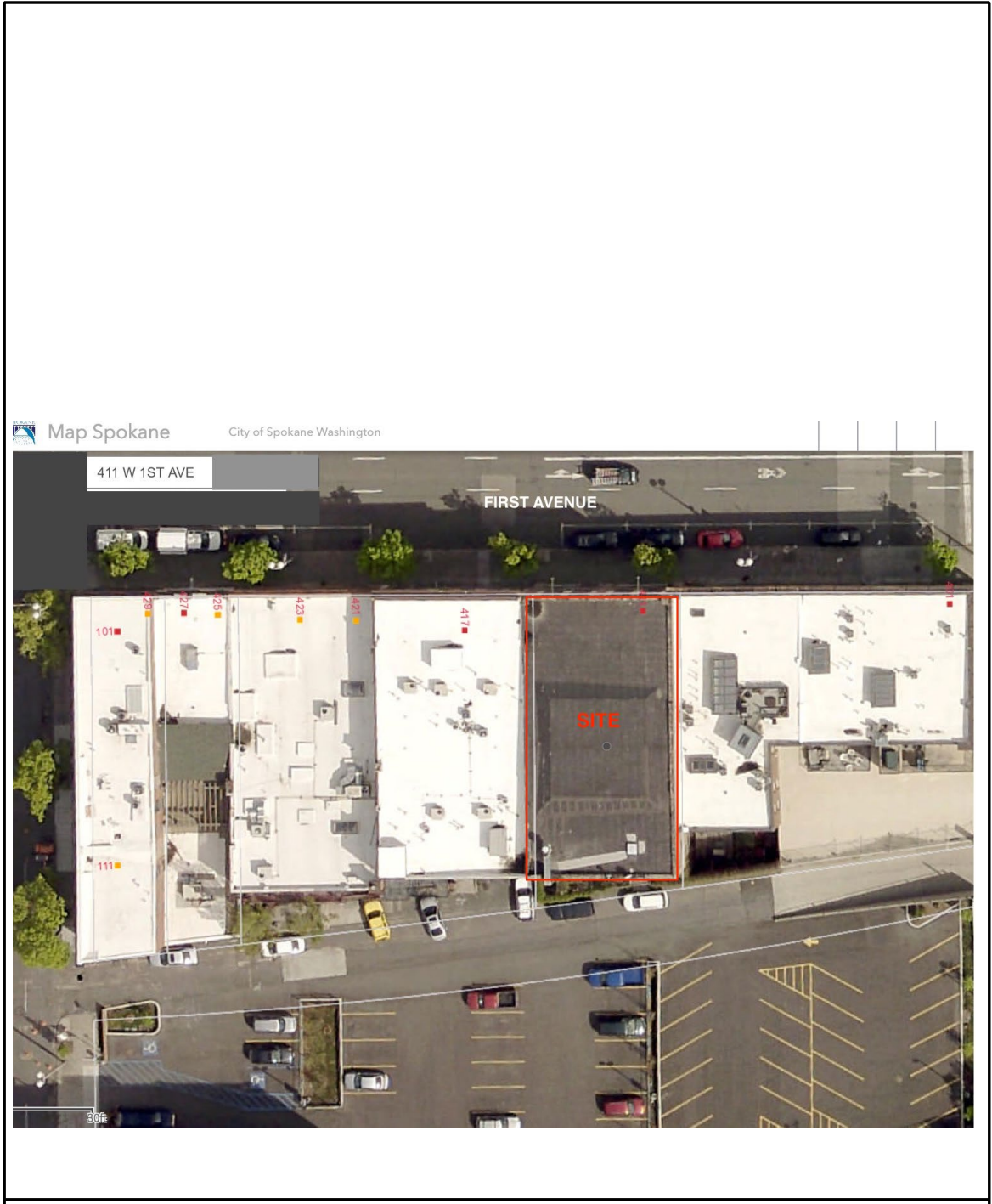
ASSESSOR FIELD FILE SKETCH



USGS 7.5 Minute Quadrangle. Spokane NW, Wash. 1974. Photorevised 1986

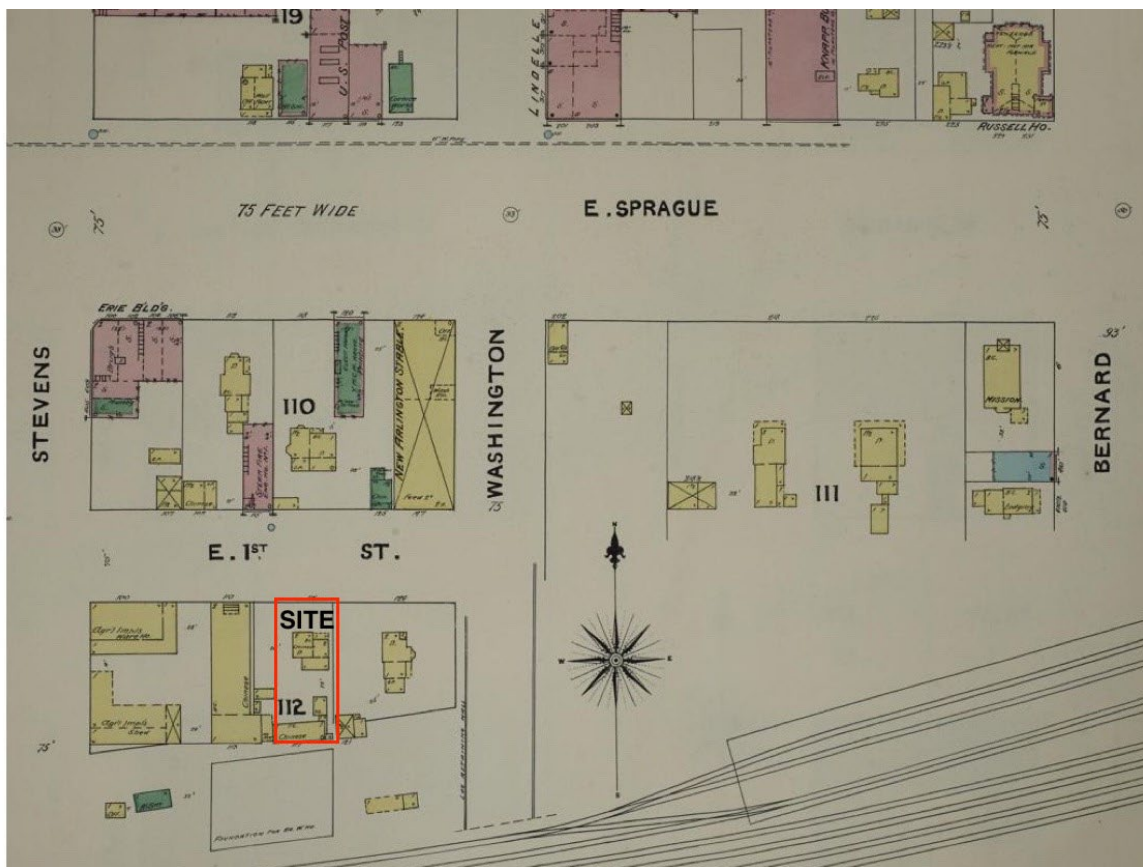
**411 WEST 1<sup>st</sup> AVENUE  
SITE LOCATION**



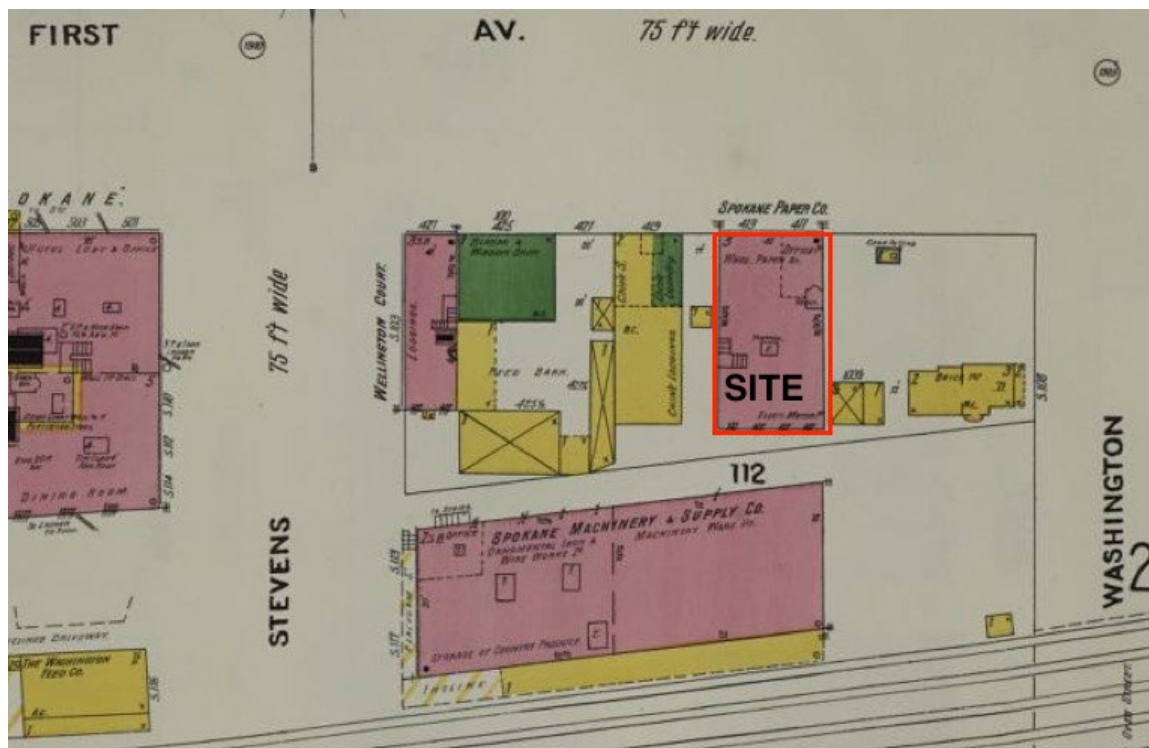


**411 - 415 WEST 1<sup>st</sup> AVENUE  
SITE AERIAL**



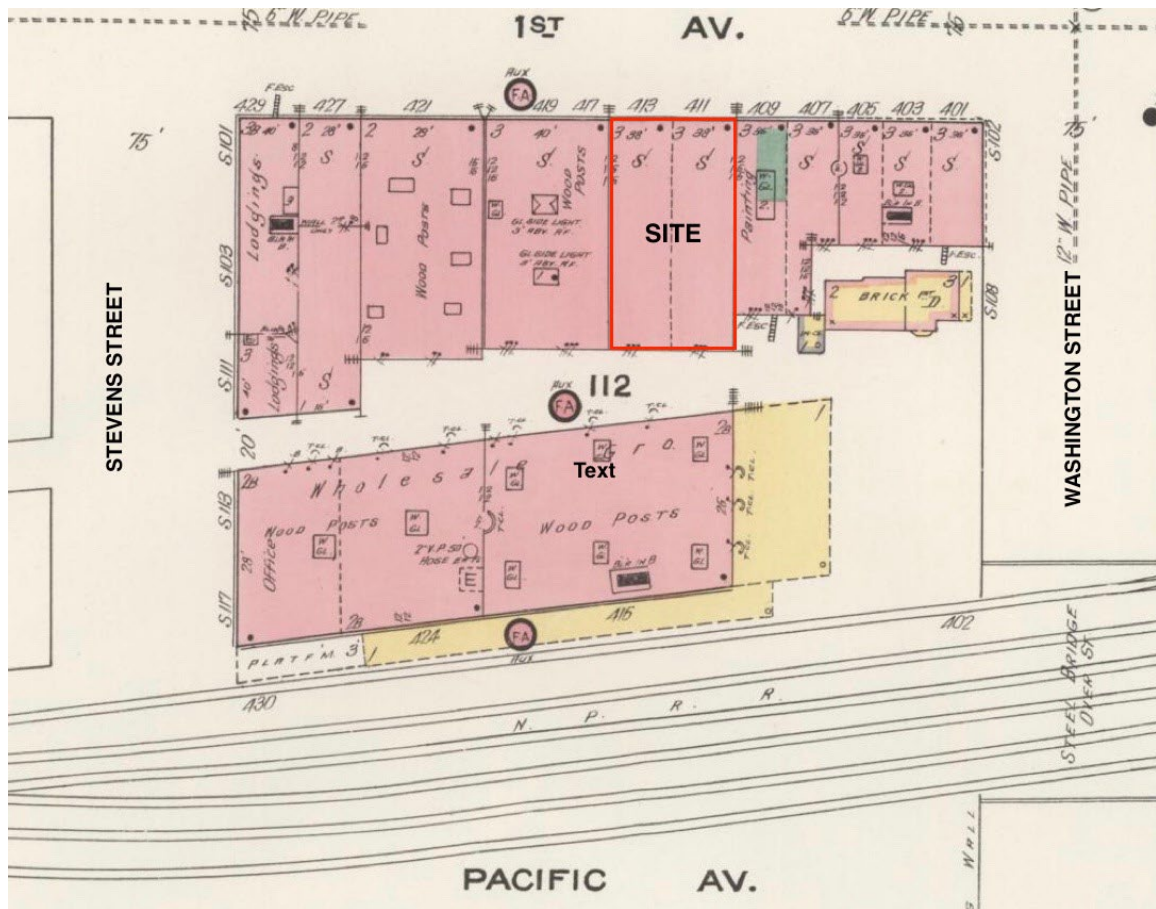


1891 - Sheet 9 of Sanborn Fire Insurance Map from Spokane, Spokane County, Washington. |  
Library of Congress

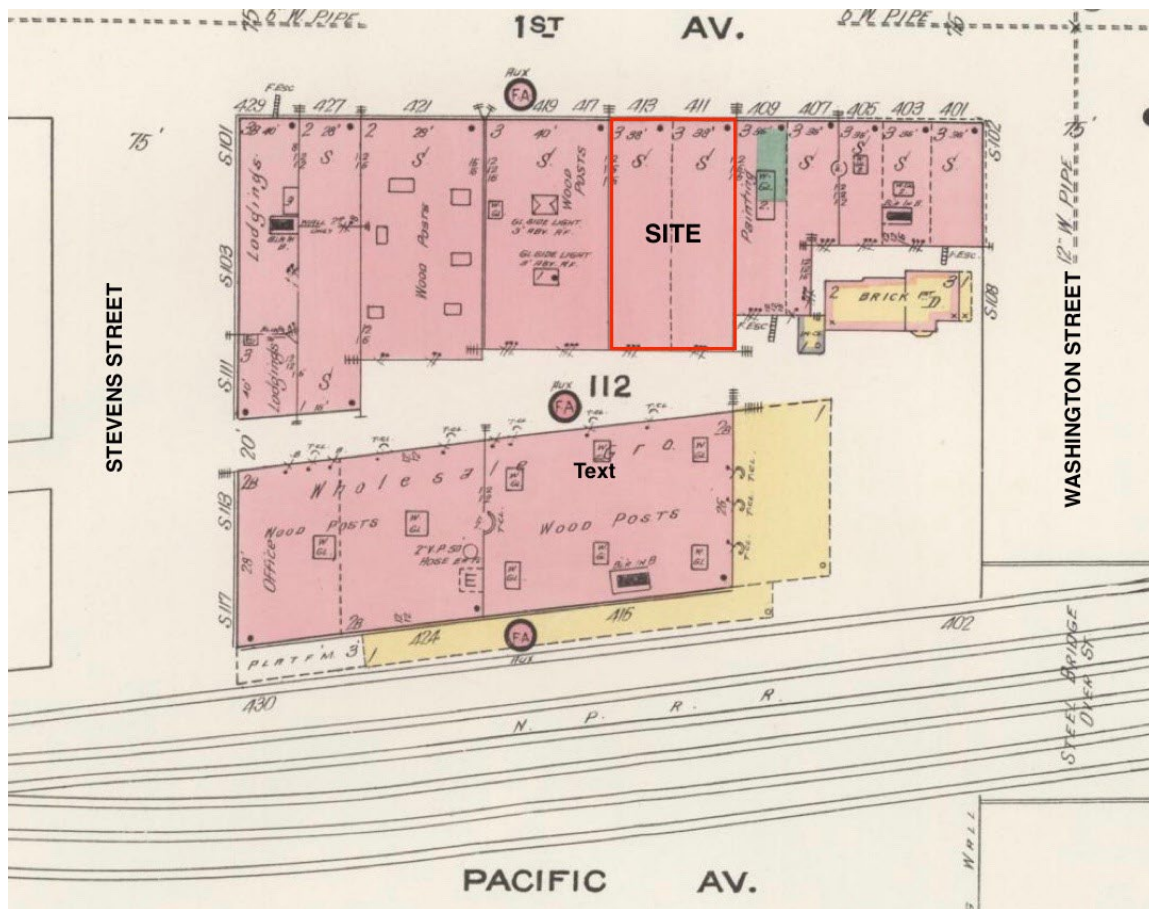


1902 - Sheet 9 of Sanborn Fire Insurance Map from Spokane, Spokane County, Washington. | Library of Congress





1910 - sheet 450 Sanborn Fire Insurance Map from Spokane, Spokane County, Washington. | Library of Congress



1910-1952 - sheet 450 Sanborn Fire Insurance Map from Spokane, Spokane County, Washington.  
| Library of Congress



1. Context Along First Avenue, looking southwest from Washington Street



2. Context Along First Avenue, looking southeast from Stevens Street



3. Front Facade, northwest corner, looking southeast



4. Front Facade, looking south



5. Front Facade - third story windows and parapet pediment, looking south



6. Front Facade - first and second floor, looking south



7. Context of rear facade along private alley, looking northeast



8. Context along private alley looking west



9. Context of rear facades, looking northwest



10. Context of rear facades, looking northeast



11. Rear-north facade, looking north





12. Rear facade - detail of windows & doors, looking north

#1. Front Main Entry vestibule, looking south



#2. Entry to reception area, looking east



#3. First floor - northeast corner, looking south across dining area, stairs to office/living area



#4. Looking south at south wall and back bar from mid-dining area



#5. Kitchen, looking east



#6. Restaurant – restroom

#7. Restaurant - stairs to mezzanine level - looking west



#8. Restaurant restroom



#9. Mezzanine - east side living area/bedroom, looking south



#10. Mezzanine - east side living area/bedroom, looking north

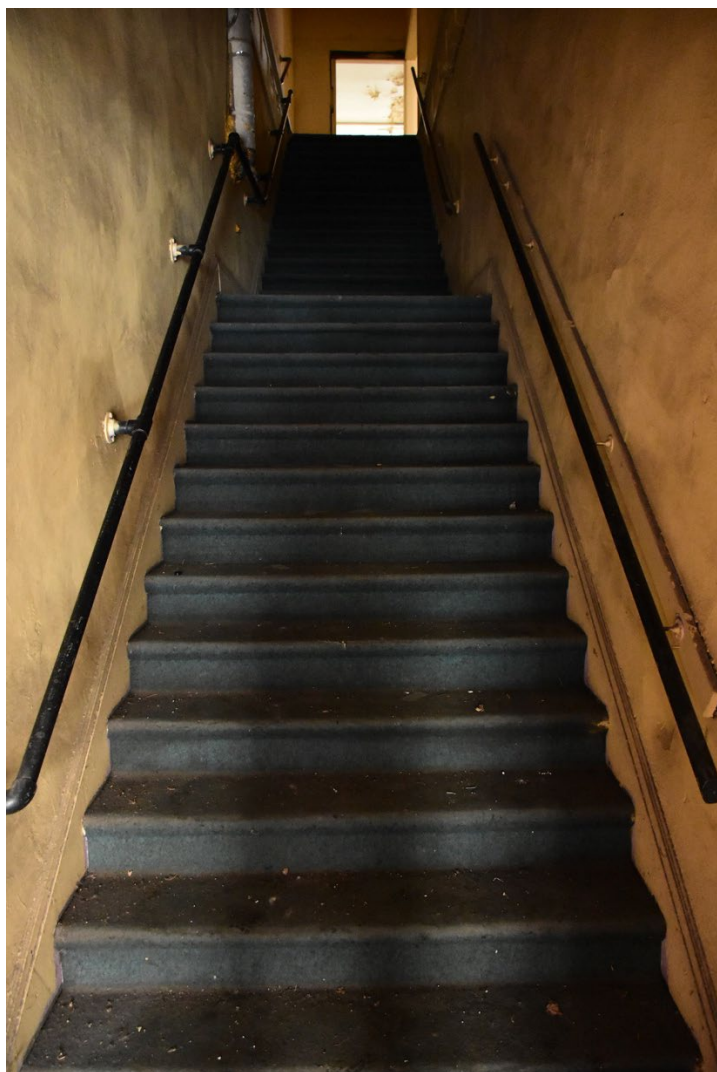
#11. Front entry to second and third floors - looking south



#12. Front entry door, looking south

#13. Stairs from ground level to second floor, looking south





#14. Stairs from second floor to ground floor entry, looking north



#15. Second floor stair lobby, looking southwest at door to south rooms and portal to lodge hall



#16. Second floor-southeast corner room, looking south



#17. Second floor - south room, looking west from room in southeast corner



#18. Second floor - lodge hall looking north from south room



#19. Second floor - typical men's restroom, looking west



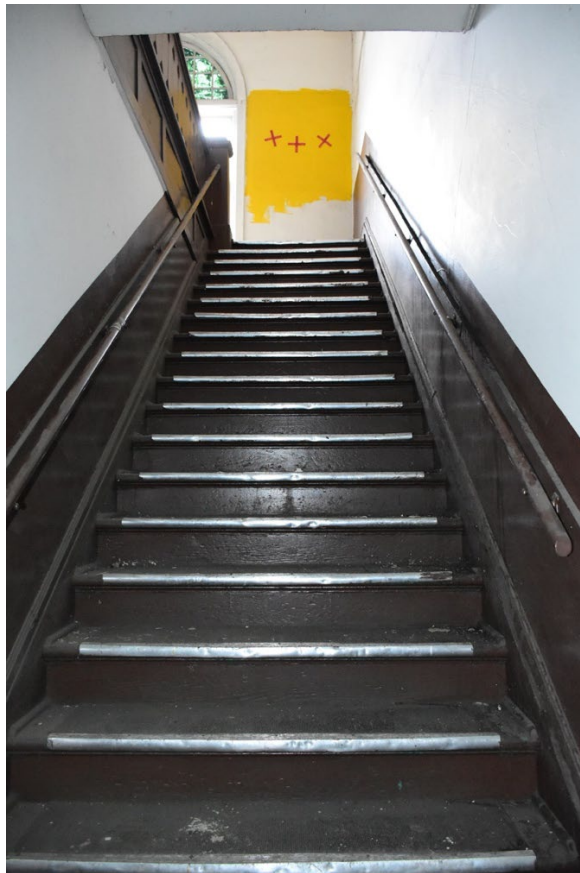
#20. Second floor - lodge hall, looking west along north wall



#21. Second floor - lodge hall, looking southeast at east wall



#22. Second floor - lodge hall, looking south along west hall



#23. Stairs from second to third floor, looking north



#24. Stairs down from third to second floor



#25. Third floor - foyer, looking west from stair lobby along north wall



#26. Third floor - lodge hall east wall, looking south from stair lobby





#27. Third floor - lodge hall, looking south from foyer



#28. Third floor - lodge hall, looking north



#29. Third floor -north wall, restrooms on west, stair lobby on east

#30. Third floor restroom-sink, northwest corner



#31. Third floor restroom-toilet, northwest corner

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/20/2024**Committee Agenda type:** Consent**Date Rec'd**

5/20/2024

**Clerk's File #**

OPR 2024-0105

**Renews #****Cross Ref #****Council Meeting Date:** 06/03/2024**Submitting Dept**

HUMAN RESOURCES

**Project #****Contact Name/Phone**

MICHAEL 5096382190

**Bid #****Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

**Requisition #**

BT PENDING

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON MCATHCART KKLITZKE

**Agenda Item Name**

0620 - HR-CONTRACT EXTENSION

**Agenda Wording**

Contract Extension OPR 2024-0105, Archbright Workplace Experts. Seattle, WA.

**Summary (Background)**

Human Resources needs additional assistance to serve the needs of SFD. This is an extension of an existing contract that moves the total financial obligation this fiscal year to \$60,000.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 30,000

Current Year Cost \$ 30,000

Subsequent Year(s) Cost \$

**Narrative****Amount****Budget Account**

Expense \$ 30,000

# 1970-35141-22100-54101-99999

Select \$

#

Select \$

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Select \$

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\$

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\$

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## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	5/20/2024
<b>Submitting Department</b>	Human Resources
<b>Contact Name</b>	Mike Ormsby
<b>Contact Email &amp; Phone</b>	mormbsy@spokanecity.org
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Human Resources Assistance-Fire Department
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Human Resources needs additional assistance to serve the needs of SFD. This is an extension of an existing contract that moves the total financial obligation this fiscal year to \$60,000.
<p>*use the Fiscal Impact box below for relevant financial information</p>	
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>60,000</u></p> <p>    Current year cost: 30,000</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> 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><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input 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? Fire Department</p> <p><b>Expense Occurrence</b>    <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>	
<b>Operations Impacts</b> (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? 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?

Allows the human resources department to provide the assistance and service to the SFD, a core city function.



**CITY OF SPOKANE**

**SECOND CONTRACT  
AMENDMENT/EXTENSION**

Title: **HUMAN RESOURCES CONSULTING**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ARCHBRIGHT WORKPLACE PERFORMANCE EXPERTS**, whose Spokane address is 5601 6<sup>th</sup> Avenue South, Suite 400, Seattle, WA 98108 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Human Resources Operation Support, which was previously amended on or about March 2<sup>nd</sup> 2024; and

WHEREAS, due to staffing shortages in the Human Resources Department, there is a need to extend this work and add additional funds, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, effective December 11, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment/Extension shall become effective on June 6, 2024 and shall run through September 6, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)**, and applicable sales tax, in accordance with the updated Statement of Work, for everything furnished and done under this Contract Amendment/Extension. This is the maximum amount to be paid under this Amendment/Extension and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.



IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment/Extension by having legally-binding representatives affix their signatures below.

**ARCHBRIGHT WORKPLACE  
PERFORMANCE EXPERTS**

**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

24-088



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 05/13/2024

**Committee Agenda type:** Consent

**Date Rec'd** 5/13/2024

**Clerk's File #** OPR 2024-0434

**Renews #**

**Cross Ref #** OPR 2024-0435

**Council Meeting Date:** 06/03/2024

<b>Submitting Dept</b>	INTEGRATED CAPITAL	<b>Project #</b>	2022087
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<b>Contact Name/Phone</b>	NATE SULYA 625-6988	<b>Bid #</b>	
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<b>Contact E-Mail</b>	NSULYA@SPOKANECITY.ORG	<b>Requisition #</b>	
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	ZZAPPONE JBINGLE KKLITZKE		
---------------------------	---------------------------	--	--

<b>Agenda Item Name</b>	4250 - CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM GRANT		
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**Agenda Wording**

Contract with Washington State Department of Commerce to provide Connecting Housing to Infrastructure Program (CHIP) grant funding to construct utility improvements for affordable housing.

**Summary (Background)**

This grant is to fund utility infrastructure for low-income housing projects. The grant was awarded to the City to administer the funds to reimburse Hifumi En for construction of water, sewer, and stormwater improvements to the project. Hifumi En will provide 88 new affordable housing units for qualifying low-income renters for a period of at least 25 years as a condition of receiving the grant.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

**Narrative**

The City has no financial contribution for this opportunity.

**Amount**

**Budget Account**

Expense	\$ 1,222,944.00	# 0
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Revenue	\$ 1,222,944.00	# 4250-98864-99999-33442-99999
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Select	\$	#
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Select	\$	#
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	\$	#
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	\$	#
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## Committee Agenda Sheet Urban Experience Committee

<b>Committee Date</b>	5/13/2024
<b>Submitting Department</b>	ICM
<b>Contact Name</b>	Nate Sulya
<b>Contact Email &amp; Phone</b>	<a href="mailto:nsulya@spokanecity.org">nsulya@spokanecity.org</a>   509-625-6988
<b>Council Sponsor(s)</b>	CM Zappone, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2023 CHIP Grant Award and Assignment
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City was awarded a Dept. of Commerce Connecting Housing to Infrastructure Program (CHIP) grant for the Hifumi En project from the Spokane Housing Authority. Hifumi En will construct 88 units of new affordable housing where 100% of units are restricted to low-income renters who are senior or disabled.</p> <p>The grant award is in the amount of \$1,222,944 and will be used to offset expenses for onsite water, sewer, and stormwater improvements; offsite water, sewer, and stormwater improvements in the right-of-way; and waived system development charges.</p> <p>The City is pre-approved by the Department of Commerce to assign administration of the grant award.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>0</u> Current year cost: \$0 Subsequent year(s) cost: \$0  <b>Narrative:</b> This is a grant award from the Dept. of Commerce; the City has no financial contribution to this opportunity.  <b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Choose an item. Is this funding source sustainable for future years, months, etc.? <a href="#">Click or tap here to enter text.</a>  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul> <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.</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

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

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A



**Capital Agreement with  
City of Spokane  
through**

Connecting Housing to Infrastructure Program (CHIP)  
using State Capital Funds

**Contract Number:  
24-96722-019**

**For**

**To support the development of affordable housing by paying for the construction of utility infrastructure improvements and reimbursement of waived system development for Hifumi en project**

**Dated:** Saturday, July 1, 2023

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# Face Sheet

Contract Number: 24-96722-019

**Washington State Department of Commerce  
Local Government Division  
State Building Construction Funds Grant**

<b>1. Contractor</b> City of Spokane 808 W Spokane Falls Blvd, Spokane, WA 99201		<b>2. Contractor Project</b> Hifumi en 926 E 8th (parcel 35204.0825 plus vacant parcels 35204.0816 & 35204.0823 plus Conklin St right-of-way south of 8th Ave, all in Spokane, WA 99202.	
<b>3. Contractor Representative</b> Nate Sulya, City of Spokane Program Professional nsulya@spokanecity.org 509-625-6988		<b>4. COMMERCE Representative</b> Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov <div style="float: right; text-align: right;">                     PO Box 42525                      1011 Plum Street SE                      Olympia, WA 98504                 </div>	
<b>5. Contract Amount</b> \$1,222,944	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2023	<b>8. End Date</b> June 20, 2025, subject to reappropriation through June 30, 2027
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <div style="text-align: right; margin-right: 50px;"><u>ALN</u></div>	
<b>10. Tax ID #</b> 91-0965156	<b>11. SWV #</b> 7433	<b>12. UBI #</b> 601139719	
<b>14. Contract Purpose</b> To support the development of affordable housing by paying for the construction of utility infrastructure improvements and reimbursement of waived system development charges for Hifumi en project  COMMERCE, defined as the Department of Commerce, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ Lisa Brown, Mayor  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director, Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$1,222,944 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

### **3. BILLING PROCEDURES AND PAYMENT**

Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System. If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-96722-019. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, 2025, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

#### **4. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

#### **5. HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet listed within order of attached.

# **General Terms and Conditions**

## **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

## **2. ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

## **3. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

## **4. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor 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 telecommunications.

**6. APPROVAL**

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**7. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

**9. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

**B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

**C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**11. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Contract, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding contracts, and monitoring contract, during the 24-month period preceding the start date of this Contract. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a Contract.

In the event this contract is terminated as provided above, Commerce shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of Commerce provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Commerce makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **13. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **14. DISALLOWED COSTS**

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

## 15. **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## 16. **DUPLICATE PAYMENT**

Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

## 17. **GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 18. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.



**19. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**20. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**21. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**22. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

**24. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

**25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this contract.

**26. PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B.** Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

**27. POLITICAL ACTIVITIES**

Political activity of Contractor's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**28. PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

**29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract 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.

**30. PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**31. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**32. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**33. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

**34. RIGHT OF INSPECTION**

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

**35. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**36. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**37. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**38. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**40. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**41. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**42. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

**43. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**44. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work**

To support the development of affordable housing by paying for the construction of water, sewer and stormwater utility infrastructure improvements and reimbursement of waived system development charges, funds awarded under this grant will be used for capital expenditures for the Hifumi En LLLP project, a housing development in Spokane with 88 affordable units. The location of the project is 926 E 8<sup>th</sup> Avenue, Spokane, WA 99202. Project activities will include and the construction of the following utility improvements, based on the estimates below:

- \$238,228 for water system improvements, including but not limited to: 1 inch, 4 inch, and 6 inch taps and meters in vault; water general facility charges; supply water to irrigate stormwater grassy swales; fire department connection; pipe excavation, trenching and bedding (plus hard rock removal); removing existing water taps; and design, labor, and materials.
- \$295,108 for sewer system improvements, including but not limited to: two 6 inch sewer connections; sewer general facility charges; pipe excavation, trenching, and bedding (plus hard rock removal); remove existing sewer tap; and design, labor, and materials.
- \$688,926 for stormwater system improvements, including but not limited to: storm gallery; stormwater swale drain rock, soil treatment, and grass; catch basin; excavation; and design, labor, and materials.

Based on the criteria within the state capital budget, SB 5200 Sec 1021, (Laws of 2023), and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a multi-unit affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget.
- The utility project must serve new multi-unit affordable<sup>1</sup> housing projects that serve and benefit low-income households.<sup>2</sup> If the project is a mixed-income project, the affordable portion of the

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<sup>1</sup> "Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the [Housing Trust Fund Handbook](#) applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

<sup>2</sup> "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

development must be at least 25%. CHIP funds can pay for the system development charges for the affordable units.

- The affordable housing project should be part of a program that will monitor affordability for a minimum of 25 years, such as the Housing Trust Fund, low-income housing tax credits, housing authority, or a city monitoring process. A covenant and/or note and deed of trust may be required as part of securitization to ensure affordability.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

\_\_\_\_\_  
Lisa Brown, Mayor

\_\_\_\_\_  
DATE



**Attachment B: Budget**

**CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT**

<b>Type of Funding</b>	<b>Source Description and purpose</b>	<b>Amount</b>
CHIP Grant	Washington State Department of Commerce	\$1,222,943
<b><i>Other Funds</i></b>		
	City of Spokane	\$2,581,320
	Tax Credits	\$19,241,673
	Housing Trust Fund	\$5,932,284
	Sponsor Loan A	\$1,500,000
	Sponsor Loan B	\$1,196,500
	Sponsor Loan C	\$1,789,886
	SHA Deferred Developer Fee	\$928,756
<b>Total Other Funds</b>		<b>\$33,170,419</b>
<b>Total Project Funding</b>		<b>\$34,393,362</b>

**CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS**

The GRANTEE by its signature, certifies that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
Lisa Brown, Mayor

\_\_\_\_\_  
DATE



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 05/13/2024

**Committee Agenda type:** Consent

**Date Rec'd** 5/13/2024

**Clerk's File #** OPR 2024-0435

**Renews #**

**Cross Ref #** OPR 2024-0434

**Council Meeting Date:** 06/03/2024

<b>Submitting Dept</b>	INTEGRATED CAPITAL	<b>Project #</b>	2022087
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<b>Contact Name/Phone</b>	NATE SULTA 625-6988	<b>Bid #</b>	
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<b>Contact E-Mail</b>	NSULTA@SPOKANECITY.ORG	<b>Requisition #</b>	
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	ZZAPPONE JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	4250 - ASSIGNMENT OF GRANT FUNDS FOR UTILITY INFRASTRUCTURE		
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**Agenda Wording**

Assigning Connecting Housing to Infrastructure Program (CHIP) grant to Spokane Housing Authority to support the development of affordable housing by paying for utility infrastructure improvements for Hifumi En project.

**Summary (Background)**

The City has been awarded a CHIP grant to fund utility infrastructure improvements for Hifumi En to provide affordable housing units. Hifumi En is currently developing and constructing 88 units. This CHIP grant will be used to pay for utility improvements needed to connect those units to the City's water and sewer systems. The City is pre-approved by the Department of Commerce to assign administration of the grant.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



# Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

### **Approvals**

<b><u>Dept Head</u></b>	DAVIS, MARCIA	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	MILLER, KATHERINE E		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	BEATTIE, LAUREN		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

### **Additional Approvals**

### **Distribution List**

Pam Parr pparr@spokanehousing.org	eraea@spokanecity.org
icmaccounting@spokanecity.org	nsulya@spokanecity.org
mdavis@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	5/13/2024
<b>Submitting Department</b>	ICM
<b>Contact Name</b>	Nate Sulya
<b>Contact Email &amp; Phone</b>	<a href="mailto:nsulya@spokanecity.org">nsulya@spokanecity.org</a>   509-625-6988
<b>Council Sponsor(s)</b>	CM Zappone, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2023 CHIP Grant Award and Assignment
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City was awarded a Dept. of Commerce Connecting Housing to Infrastructure Program (CHIP) grant for the Hifumi En project from the Spokane Housing Authority. Hifumi En will construct 88 units of new affordable housing where 100% of units are restricted to low-income renters who are senior or disabled.</p> <p>The grant award is in the amount of \$1,222,944 and will be used to offset expenses for onsite water, sewer, and stormwater improvements; offsite water, sewer, and stormwater improvements in the right-of-way; and waived system development charges.</p> <p>The City is pre-approved by the Department of Commerce to assign administration of the grant award.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>0</u> Current year cost: \$0 Subsequent year(s) cost: \$0  <b>Narrative:</b> This is a grant award from the Dept. of Commerce; the City has no financial contribution to this opportunity.  <b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Choose an item. Is this funding source sustainable for future years, months, etc.? <a href="#">Click or tap here to enter text.</a>  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul> <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.</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

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

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A



**City of Spokane**  
**CONTRACT ASSIGNMENT & ASSUMPTION**

This Contract Assignment & Assumption is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, as "**Assignor**", whose address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and **Spokane Housing Authority**, a Washington nonprofit corporation, whose address is 25 West Nora Avenue, Spokane, Washington 99205, as "**Assignee**", individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the Washington State Department of Commerce (Commerce) and the Assignor entered into a Contract on July 1, 2023, Contract No.: 24-96722-019 / Assignor Contract No.: (OPR 2024-0434), wherein Commerce awarded a Connecting Housing to Infrastructure Program Grant (CHIP) to support the development of affordable housing and infrastructure improvements related to Hifumi en; and*

*WHEREAS, Assignor, the City of Spokane, as a municipal corporation is the sponsor of the affordable housing project for purposes of receiving the CHIP grant; and*

*WHEREAS, Paragraph 7 of the General Terms and Conditions provides "For the purpose of the CHIP contracts, which require a city, county or public utility sponsor of the affordable housing project, Commerce preapproves the grantee to assign this contract to their affordable housing partner."; and*

*WHEREAS, the Assignor desires to assign the Contract to the Assignee in full and Assignee accepts and assumes all terms and conditions as stated in the Washington State Department of Commerce CHIP Grant Contract No.: 24-96722-019 / Assignor Contract No.: (OPR 2024-0434), a copy of which is attached hereto as Exhibit 'A'.*

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

**1. ASSIGNMENT & ASSUMPTION.**

A. For value received, the Assignor assigns, transfers and conveys all of its rights, title and interest under Washington State Department of Commerce CHIP Grant Contract No.: 24-96722-019 / Assignor Contract No.: (OPR 2024-0434), attached hereto as Exhibit 'A', to the Assignee effective July 1, 2023.

B. The Assignee accepts the Assignment and agrees to assume all requirements and contractual rights and liabilities under Assignor Contract No.: OPR 2024-0434, to include without limitation, Assignee assumes all requirements and contract terms to flow to Assignee's subcontractors, specifically section 37, subcontracting, of the General Terms and Conditions.

**2. CONSENT OF THE STATE.**

The State has preapproved the CHIP Grant to be assigned in full by the City to its affordable housing partner, **Spokane Housing Authority**.

**3. ALL TERMS INCORPORATED.**

All terms of the CHIP Grant Contract No.: 24-96722-019 / Assignor Contract No.: (OPR 2024-0434), attached hereto as Exhibit 'A' are incorporated into this Assignment and Assumption Agreement, and the capitalized terms in the attached agreements shall have the same meaning in this Assignment and Assumption Agreement.

**4. BINDING ON SUCCESSORS.**

This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Assignment by having legally-binding representatives affix their signatures below.

**ASSIGNOR – CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

**ASSIGNEE – Spokane Housing Authority**

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

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

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

OPR 2024-\_\_\_\_\_ – CHIP Grant Contract No.: 24-96722-019

U2024-052a





**Capital Agreement with  
City of Spokane**  
through

Connecting Housing to Infrastructure Program (CHIP)  
using State Capital Funds

**Contract Number:**  
24-96722-019

**For**

**To support the development of affordable housing by paying for the construction of utility infrastructure improvements and reimbursement of waived system development for Hifumi en project**

**Dated:** Saturday, July 1, 2023

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# Face Sheet

Contract Number: 24-96722-019

**Washington State Department of Commerce  
Local Government Division  
State Building Construction Funds Grant**

<b>1. Contractor</b> City of Spokane 808 W Spokane Falls Blvd, Spokane, WA 99201		<b>2. Contractor Project</b> Hifumi en 926 E 8th (parcel 35204.0825 plus vacant parcels 35204.0816 & 35204.0823 plus Conklin St right-of-way south of 8th Ave, all in Spokane, WA 99202.	
<b>3. Contractor Representative</b> Nate Sulya, City of Spokane Program Professional nsulya@spokanecity.org 509-625-6988		<b>4. COMMERCE Representative</b> Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov <div style="float: right; text-align: right;">                     PO Box 42525                      1011 Plum Street SE                      Olympia, WA 98504                 </div>	
<b>5. Contract Amount</b> \$1,222,944	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2023	<b>8. End Date</b> June 20, 2025, subject to reappropriation through June 30, 2027
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <div style="text-align: right; margin-right: 50px;"><u>ALN</u></div>	
<b>10. Tax ID #</b> 91-0965156	<b>11. SWV #</b> 7433	<b>12. UBI #</b> 601139719	
<b>14. Contract Purpose</b> To support the development of affordable housing by paying for the construction of utility infrastructure improvements and reimbursement of waived system development charges for Hifumi en project  COMMERCE, defined as the Department of Commerce, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ Lisa Brown, Mayor  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director, Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$1,222,944 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

### **3. BILLING PROCEDURES AND PAYMENT**

Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System. If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-96722-019. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, 2025, regardless of the contract start and end date.

#### **Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### **Disallowed Costs**

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

#### **4. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

#### **5. HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet listed within order of attached.

# **General Terms and Conditions**

## **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

## **2. ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

## **3. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

## **4. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor 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 telecommunications.



**6. APPROVAL**

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**7. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

**9. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

**B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

**C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**11. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Contract, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding contracts, and monitoring contract, during the 24-month period preceding the start date of this Contract. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a Contract.

In the event this contract is terminated as provided above, Commerce shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of Commerce provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Commerce makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **13. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **14. DISALLOWED COSTS**

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

## 15. **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## 16. **DUPLICATE PAYMENT**

Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

## 17. **GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 18. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**19. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**20. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**21. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**22. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

**24. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

**25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this contract.

**26. PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B.** Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

**27. POLITICAL ACTIVITIES**

Political activity of Contractor's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**28. PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

**29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract 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.

**30. PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**31. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

### **32. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

### **33. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

### **34. RIGHT OF INSPECTION**

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

### **35. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

### **36. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

### **37. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

### **38. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

### **39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

### **40. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **41. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

### **42. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

**43. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.



**44. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work**

To support the development of affordable housing by paying for the construction of water, sewer and stormwater utility infrastructure improvements and reimbursement of waived system development charges, funds awarded under this grant will be used for capital expenditures for the Hifumi En LLLP project, a housing development in Spokane with 88 affordable units. The location of the project is 926 E 8<sup>th</sup> Avenue, Spokane, WA 99202. Project activities will include and the construction of the following utility improvements, based on the estimates below:

- \$238,228 for water system improvements, including but not limited to: 1 inch, 4 inch, and 6 inch taps and meters in vault; water general facility charges; supply water to irrigate stormwater grassy swales; fire department connection; pipe excavation, trenching and bedding (plus hard rock removal); removing existing water taps; and design, labor, and materials.
- \$295,108 for sewer system improvements, including but not limited to: two 6 inch sewer connections; sewer general facility charges; pipe excavation, trenching, and bedding (plus hard rock removal); remove existing sewer tap; and design, labor, and materials.
- \$688,926 for stormwater system improvements, including but not limited to: storm gallery; stormwater swale drain rock, soil treatment, and grass; catch basin; excavation; and design, labor, and materials.

Based on the criteria within the state capital budget, SB 5200 Sec 1021, (Laws of 2023), and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a multi-unit affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget.
- The utility project must serve new multi-unit affordable<sup>1</sup> housing projects that serve and benefit low-income households.<sup>2</sup> If the project is a mixed-income project, the affordable portion of the

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<sup>1</sup> "Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the [Housing Trust Fund Handbook](#) applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

<sup>2</sup> "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

development must be at least 25%. CHIP funds can pay for the system development charges for the affordable units.

- The affordable housing project should be part of a program that will monitor affordability for a minimum of 25 years, such as the Housing Trust Fund, low-income housing tax credits, housing authority, or a city monitoring process. A covenant and/or note and deed of trust may be required as part of securitization to ensure affordability.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

\_\_\_\_\_  
Lisa Brown, Mayor

\_\_\_\_\_  
DATE

**Attachment B: Budget**

**CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT**

<b>Type of Funding</b>	<b>Source Description and purpose</b>	<b>Amount</b>
CHIP Grant	Washington State Department of Commerce	\$1,222,943
<b><i>Other Funds</i></b>		
	City of Spokane	\$2,581,320
	Tax Credits	\$19,241,673
	Housing Trust Fund	\$5,932,284
	Sponsor Loan A	\$1,500,000
	Sponsor Loan B	\$1,196,500
	Sponsor Loan C	\$1,789,886
	SHA Deferred Developer Fee	\$928,756
<b>Total Other Funds</b>		<b>\$33,170,419</b>
<b>Total Project Funding</b>		<b>\$34,393,362</b>

**CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS**

The GRANTEE by its signature, certifies that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
Lisa Brown, Mayor

\_\_\_\_\_  
DATE

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/20/2024**Committee Agenda type:** Consent**Date Rec'd**

5/20/2024

**Clerk's File #**

OPR 2024-0436

**Renews #****Cross Ref #****Council Meeting Date:** 06/03/2024**Submitting Dept**

INTEGRATED CAPITAL

**Project #****Contact Name/Phone**

NATE SULYA 625-6988

**Bid #****Contact E-Mail**

NSULYA@SPOKANECITY.ORG

**Requisition #**

RFP 6018-23

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4250 - WATER AND SEWER REHABILITATION PROGRAM ADMINISTRATION

**Agenda Wording**

Contract with Spokane Neighborhood Action Partners (SNAP) for administration of the Water and Sewer Rehabilitation Program through May 25, 2025. Total contract amount: \$500,000.00.

**Summary (Background)**

In 2023, Council approved creation of the Water and Sewer Rehabilitation Program, a low-interest loan program to provide financial assistance to qualified residents in need of water or sewer system rehabilitation. SNAP was selected to administer this program via Request for Proposal. The program will run on a year-to-year basis for an initial five-year period.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 500,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

Initial funding of this program is from utility rates. Loan repayments will be used to fund future use of the program.

**Amount****Budget Account**

Expense \$ 260,000 # 4250 30210 38141 54201 99999

Expense \$ 240,000 # 4100 30210 34141 54201 99999

Select \$ #

Select \$ #

\$ #

\$ #



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

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

DAVIS, MARCIA

##### Division Director

FEIST, MARLENE

##### Accounting Manager

ALBIN-MOORE, ANGELA

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

Julie Honekamp honecamp@snapwa.org

eraea@spokanecity.org

icmaccounting@spokanecity.org

nsulya@spokanecity.org

mdavis@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	5/20/2024
<b>Submitting Department</b>	ICM
<b>Contact Name</b>	Nate Sulya
<b>Contact Email &amp; Phone</b>	<a href="mailto:nsulya@spokanecit.org">nsulya@spokanecit.org</a>   509-625-6988
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Water Sewer Rehabilitation Program Contract Approval
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>In 2023, Council approved creation of the Water and Sewer Rehabilitation Program (WSRP), a low-interest loan program to provide financial assistance to qualified residents in need of residential water/sewer system rehabilitations.</p> <p>The WSRP will be administered by a qualified third party with the knowledge, skills, and ability to identify and evaluate potential applications as well as initiate loans.</p> <p>An RFP was issued to find a qualified party to administer the WSRP. SNAP (Spokane Neighborhood Action Partners) was selected.</p>
<b>Fiscal Impact</b>	<p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$500,000</u></p> <p style="padding-left: 20px;">Current year cost: \$500,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$500,000</p> <p><b>Narrative:</b> The initial funding for these loans will come from utility rates. Loan repayments will be used to fund future use of the program. The program will run on a year-to-year basis for an initial five-year period.</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Utility Rates and Program revenue</p> <p>Is this funding source sustainable for future years, months, etc.? Funding will come from utility rates and loan repayments.</p> <p><b>Expense Occurrence</b>    <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>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul> <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.</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

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

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A





**City of Spokane**  
**PROGRAM ADMINISTRATOR CONTRACT**  
**Title: WATER AND SEWER REHABILITATION**  
**PROGRAM ADMINISTRATION**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SPOKANE NEIGHBORHOOD ACTION PARTNERS (SNAP)**, whose address is 3102 West Whistalks Way, Spokane, Washington 99224 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is for the administration of the Water and Sewer Rehabilitation Program, and*

*WHEREAS, the Contractor was selected from Request for Proposals No. 6018-23 issued by the City.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on June 1, 2024, and ends on May 25, 2025, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for four (4) additional one-year contract periods, subject to mutual agreement.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

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

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

#### 4. COMPENSATION.

Total compensation for Contractor's services under this Agreement shall not exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Contractor shall submit its applications for payment to City of Spokane Integrated Capital Management, 808 W. Spokane Falls Blvd., Spokane, WA 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. If the City objects to all or any portion of the invoice, it shall notify the Contractor and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Contractor's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Contractor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subcontractors.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subcontractor paid invoices, and other supporting documents used by the Contractor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

**Subcontractor:** Subcontractor expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subcontractor invoices that are rebilled to the City are required.

## **7. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Contractor shall pay and maintain in current status all taxes necessary for performance. Contractor shall not charge the City for federal excise taxes. The City will furnish Contractor an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **9. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. 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. Contractor shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

The Contractor shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the 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.

#### **11. INSURANCE.**

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

Upon request, the Contractor shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Contractor, any subcontractor, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Contractor shall permit the City to copy such books and records at its own expense. The Contractor shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONTRACTOR.**

- A. The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due. The Contractor may perform work for other parties; the City is not the exclusive user of the services that the Contractor provides.
- B. If the City needs the Contractor to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Contractor works on the City premises using City equipment, the Contractor remains an independent Contractor and not a City employee. The Contractor will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Contractor will be required to work from its own office space or in the field. The City may negotiate a reduction in Contractor fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

## **15. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall require that all subcontractors comply with the

obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **16. CITY ETHICS CODE.**

- A. Contractor shall promptly notify the City in writing of any person expected to be a Contractor Worker (including any Contractor employee, contractor, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Contractor shall ensure compliance with the City Ethics Code by any Contractor Worker when the Work or matter related to the Work is performed by a Contractor Worker who has been a City officer or employee within the past two (2) years.
- C. Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor. Promotional items worth less than \$25 may be distributed by the Contractor to a City employee if the Contractor uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **17. NO CONFLICT OF INTEREST.**

Contractor confirms that the Contractor or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Contractor selection, negotiation, drafting, signing, administration or evaluation of the Contractor's work. As used in this Section, the term Contractor includes any worker of the Contractor who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

#### **18. ERRORS AND OMISSIONS, CORRECTIONS.**

Contractor is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Contractor under this Agreement in the delivery of a final work product. The standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professional engineers or Contractors performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Contractor, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other Contractor services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

#### **19. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Contractor shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Contractor for the Work, whether or not the Work is completed. The Contractor grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Contractor for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials,

output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

- B. Patents: The Contractor assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Contractor does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Contractor created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Contractor has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Contractor grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Contractor from liability for any unauthorized reuse of such documents.

## **20. CONFIDENTIALITY.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of Contractor'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 Contractor's materials or information and the City determines there are exemptions only the Contractor can assert, City will endeavor to give Contractor notice. Contractor will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Contractor 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.

## **21. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Contractor's performance, shall first be through negotiations, if possible, between the Contractor's Project Manager and the City's Project Manager. It shall be referred to the Director and the Contractor's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Contractor to correct such work prior to the City payment. The City will provide to the Contractor an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Contractor provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

## **22. TERMINATION.**

- A. For Cause: The City or Contractor may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Contractor's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Contractor, the Contractor shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Contractor agrees this payment shall fully and adequately compensate the Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Contractor shall provide the City with the most current design documents, contract documents, writings and other products the Contractor has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Contractor harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Contractor's work product.

## **23. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Contractor at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **24. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.



- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and

conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**SPOKANE NEIGHBORHOOD  
ACTION PARTNERS**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:**  
Exhibit A – Certificate Regarding Debarment  
Exhibit B – SNAP's Proposal

24-054

**EXHIBIT A**

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

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

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

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

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

**EXHIBIT B**



Spokane Neighborhood Action Partners  
 3102 W Whistalks Way  
 Spokane, Washington 99224  
 TEL 509.456.SNAP (7627)

**Letter of Submittal**

Agency Name:	Spokane Neighborhood Action Partners
Address:	3102 W Whistalks Way, Spokane, WA 99224
Phone:	509-456-7627
IRS Number:	91-1311127
Unique Entity Identifier:	18-097-108
Washington Tax Number:	600 615 613
Organization Type:	Not for Profit
Executive Director and Contact for Contract:	Julie Honekamp <a href="mailto:honekamp@snapwa.org">honekamp@snapwa.org</a> x5203
Finance Officer:	Kathy Berg
Contacts for This Proposal:	Kelly Dawn <a href="mailto:kelly.d@snapwa.org">kelly.d@snapwa.org</a> 509-321-8984 Danny Shea <a href="mailto:shea@snapwa.org">shea@snapwa.org</a> 509-319-3081

**Signature:**

I certify that SNAP meets the minimum qualifications required. SNAP has over 80 years of combined expertise in all aspects of lending. Our employees have been loan processors, loan officers, lending managers and underwriters. This experience, along with that in leading the SFR Program for the last eight years, makes us uniquely qualified to identify borrowers who will be able to afford and repay the loans provided to rehabilitate their homes. SNAP has over 50 years of experience in direct repair and rehabilitation of homes in the Spokane area. The Single Family Rehabilitation Department has over 30 years of combined experience in the construction industry and going on 9 years of experience with the SFR program itself.

SNAP will comply with all terms and conditions set forth in the Request for Proposal.

I certify that I am authorized to submit this Application on behalf of the applicant agency. By signing below, the official certifies that all information contained in the proposal is accurate to the best of the official's knowledge.

Applicant Agency: Spokane Neighborhood Action Partners

Signature: Lucy Lepinski Date: 12/13/2023

Typed Name and Title of Signatory: Lucy Lepinski, COO



Spokane Neighborhood Action Partners  
3102 W Whistalks Way  
Spokane, Washington 99224  
TEL 509.456.SNAP (7627)

## Technical Proposal

As the current manager of the City of Spokane's Single-Family Housing Rehabilitation (SFR) Program, SNAP employs a client-based approach that not only meets the objectives outlined in the City's RFP but treats low-income individuals with the utmost dignity and respect. We provide quality work at a reasonable cost and have home repair program policies and procedures already in place that are tried, tested, and true.

SNAP's mission has always been to provide access to needed resources and to help people of low-income make connections that create opportunities to work toward self-sufficiency. Partnering with the City of Spokane on the SFR Program has been a valuable addition to the continuum of services SNAP provides. Our fundamental project approach is that all departments work for the betterment of the client, and we strive to destroy the silo mentality.

Many low-income homeowners do not have the means to repair their homes. Dangerous conditions threaten the health and safety of the residents and often lead to more extensive structural damage of their dwellings. SNAP understands that repairs of health and safety hazards are important because they protect homeowners from injury and illness, but they also prevent/reduce homelessness in vulnerable populations. Rehabilitating homes through the SFR and RR Programs stabilizes families and improves the quality of clients' lives in several ways:

- By increasing the value of their homes and giving them pride of ownership,
- By improving the energy efficiency of their homes,
- By increasing the discretionary income of the household,
- By allowing them to focus on other priorities including employment,
- By allowing them to remain in their homes through accessibility improvements.

SNAP offers unique benefits to Spokane's low-income homeowners that others cannot, including access to grant funds for repair projects. These funds have been used to help many SFR clients, leveraging the overall benefit clients receive when they apply for the SFR Program.

SNAP's Housing Improvements Department provides financing packages for interest free and low, simple interest loans for housing rehabilitation projects on a deferred or monthly payment basis. As well, they are experienced at preparing all loan documents, reviewing them for accuracy and compliance. SNAP's Lending Department provides low, simple interest lending packages that provide financing for down payment assistance, foreclosure prevention, home loan refinancing, and property acquisition/development. These loans are structured on a deferred or monthly payment basis as well.

In addition to properly securing and documenting the loans, we ensure that our borrowers have thoroughly thought through their finances and have accessed all benefits for which they are eligible. SNAP requires and provides education about the assets and the debt they are taking on and offers follow-up technical assistance to help them stay on track.



Spokane Neighborhood Action Partners  
3102 W Whistalks Way  
Spokane, Washington 99224  
TEL 509.456.SNAP (7627)

When underwriting loans in the Single-Family Rehabilitation Department, we not only watch for the normal guidelines such as AMI (adjusted median income), DTI (debt to income) and CLTV (combined loan to value), but we pay close attention to the clients' residual income--the money left over after all mortgage, credit card, auto and school loan payments are paid. This is the money that is used for energy, food, clothing, and necessities of life. A client may have the ability to repay their loan, but will they have quality of life once the loan payments start? If we allowed a client with insufficient residual income to receive a loan and they then had to scrimp to put food on the table, we would be doing them a disservice.

SNAP is a licensed, bonded and insured general contractor with a licensed plumber, HVAC technician, and electrician on staff. We have successfully managed construction projects for more than 25 years. We weatherize 200-300 homes and perform repair services on roughly 500 more annually, managing all aspects of construction from scheduling with clients to subcontracting and inspections. We track and maintain an in-house inventory of roughly \$90,000 at all times and have a fleet of vehicles and all necessary tools and equipment to perform our work.

For the Single-Family Housing Rehabilitation Program, we have secured six independent contractors for all construction contracts to avoid any conflict of interest, as our primary role is that of program manager. Our experience in construction and familiarity with federal and state requirements such as prevailing wage and lead-safe work requirements provides us with the unique ability to quickly understand complex funding requirements and manage the work successfully.

SNAP distributes a survey to every client upon project completion and follows-up on any client concerns or questions. We have a written client grievance process that we follow whenever we receive a complaint that is not simply resolved, and we insist that our staff and contractors treat every client with dignity and respect. We require our pre-qualified contractors to sign a confidentiality agreement so that our clients' privacy is protected. We routinely process hundreds of purchase orders annually and inspect all contracted work before payment is authorized. We have sophisticated tracking and documentation systems including our electronic database that supports numerous services across the agency as well as payroll, purchasing and client records. This helps us quickly coordinate services and supports effective referrals across programs.

SNAP is experienced in evaluating the activities and outcomes of our work. We inspect all contracted work and collect applicable documentation prior to authorizing final payments. We ask each client to complete a satisfaction survey and we follow up with any client that indicates dissatisfaction with workmanship, contractor behavior, or service delivery.

SNAP has the knowledge and experience with delivering federally funded services, such as HUD, FHA, VA or USDA loan origination and closing as well as file and information delivery to the responsible government agency that insured the loan. SNAP has a database available, Salesforce, that allow for the collection and analysis of data pertaining to our clients and projects. We continue to train staff on database management to ensure accurate data entry. A SNAP outcomes and reporting coordinator has the expertise needed to design reports that efficiently pull the appropriate data out of the databases enabling accurate and efficient delivery of information and requested reports.



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Our files, both paper and electronic, are extremely detailed with extensive notes, photographs, test results, authorizations, and project costs. We have developed an extensive checklist for every phase of each project that the SFR Department undertakes. Each client file is broken up into six sections - Personal Information, Income Verification, Property Verification, Construction, Accounting and Closing. These sections all have redundancy to ensure completeness. All client working folders are maintained electronically for three years and all archived client files are maintained for seven years.

We are monitored numerous times annually by a variety of funders, routinely receive high marks, and if a deficiency is identified, we work quickly to correct it. We strive for exemplary work and positive relationships with funders, contractors, and clients. Compliance with complex policies and procedures is essential in our work and we welcome it.

To be eligible for a Single Family Rehab loan, the home must be within Spokane City limits, and household income must be below 80% of the Median Family Income for the Spokane area with a debt-income ratio below 40%. The home must be owner-occupied and be their primary residence. If there is a critical living deficiency, the home would be the first served above standard-priority, which is first come first served.

An initial intake is performed over the phone during which a review for anticipated scope of work, critical livability deficiency, home ownership, household membership, income eligibility, City of Spokane residency, primary residence, previous/current City CHHS Department services on dwelling is performed. If these items are met, a preliminary assessment of the project feasibility and potential scope of work is performed in the home. This includes an onsite property inspection and taking initial property photos. The home is inspected for health and safety issues, including roof inspection, faulty heating system, electrical or fire hazard, plumbing and sewer concerns, structural deficiency, inadequate ventilation, noncompliant bedroom egress, smoke and carbon monoxide detectors, inadequate handrails, unsecured doors/windows, accessibility barriers. The property is also evaluated for abuse, illegal/improper use, or severe neglect.

SNAP has a proven track record of collecting and reporting client data. We use a client management database called Birdseye, in which all clients served are entered, along with their demographic information, the specific services received and any relevant notes.

A survey within Birdseye collects additional detail about each borrower such as their credit score, home value, liens on the home, CLTV, loan amount, loan terms, results of 12-month mortgage status check-in, community resources received, results of client exit survey, and other outcomes.

SNAP maintains a waiting list for the SFR Program. New applicants are generated through SNAP's intake process and community outreach efforts. As applicants enter the system, SNAP processes the applications, determines eligibility, and prioritizes potential projects per the following work-flow diagram.





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**Work Flow for Water and Sewer Rehabilitation Program**

Who	Task	Time Frame
<b>Client Intake</b>		
Intake Specialist	Performs initial intake over the phone. Reviews intake for anticipated scope of work, critical livability deficiency, home ownership, household membership, income eligibility, City of Spokane residency, primary residence.	Day 1 – Day 3
Intake Specialist	Refers homeowner to Energy Assistance program, if appropriate.  Requests the following documents: income, copy of electric bill, photo ID, social security cards, address verification, most recent filed tax return (if necessary), bank statements, proof of ownership, homeowner’s insurance, and most recent mortgage statement.	
Housing Assessor	Meets with the client in their home and performs a preliminary assessment of the project feasibility and potential scope of work, goes over initial paperwork, and answers all questions clients have about the program.  Performs onsite property inspection and takes initial property photos. Evaluates the property for abuse, illegal/improper use or severe neglect. Adds client to wait list and tracking sheet. Tracks client throughout process.	
Program Team	Overall review, decides priority status: <ul style="list-style-type: none"> <li>➤ Standard-priority = first come, first served, after high- priority on the waiting list</li> <li>➤ High-priority = top of waiting list, first served due to critical living deficiency</li> <li>➤ Deferral/Denial = scope too big/too small (refer to Essential Home Repair, Weatherization and mortgage or credit counseling), ownership questions, income above 80% Area Median Income (AMI).</li> </ul>	



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<b>Household Eligibility</b>		
Loan Processor	<p>Uses the intake to complete a Uniform Residential Loan Application (1003). Orders credit report, limited title policy, property profile, warranty deed/deed of trust, and/or full legal description as needed.</p> <p>Processes income information and determines income level (80% of AMI maximum), debt-to-income ratios, and combined Loan-to-value (CLTV).</p> <p>Checks assessed value on county assessor website to make sure project is following City guidelines.</p>	Day 2 - Day 11
Loan Processor	<p>Estimates total construction funding available</p> <p>Determines results:</p> <ul style="list-style-type: none"> <li>➤ No Response from client = 10 Day Letter (warning)</li> <li>➤ Judgments/Liens on title that cannot be cleared = Deferral, with referral to SNAP Housing Counseling program</li> <li>➤ Over Income = Deferral with referral to other lending institutions or resources</li> </ul> <p>Completes and meets with client to explain the following forms for signature:</p> <ul style="list-style-type: none"> <li>➤ Uniform Residential Loan Application (1003), which includes income and occupancy statement.</li> <li>➤ Counseling Agreement to inform client of rights in case of delinquency.</li> <li>➤ Homeowner's Rights and Responsibilities</li> </ul> <p>Determines if homeowners' insurance is in effect. If none, work with client to obtain before proceeding.</p>	



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<b>Site Eligibility</b>		
Housing Assessor	<p>Confirms home location within municipal boundary.</p> <p>Completes a side sewer search on the City of Spokane Wastewater Management website to determine the presence of Orangeburg sewer pipe requiring replacement.</p> <p>Completes Project Set-up Report.</p> <p>Creates project in SNAP's Birdseye database.</p>	Day 3 – Day 11
<b>Certification</b>		
Loan Processor	Prepares a Loan Proposal form and presents loan to Single Family Construction Manager. This presentation involves discussing the project in depth - determining if the project is viable and costs are within allowable range, paying particular attention to the client's residual income and how this loan will affect their finances in the long run.	Day 12 or sooner
Single Family Construction Manager	Performs initial underwriting, which includes review of file, verification of income, AMI, debt-to-income ratios, insurance, title policy, assessed home value. Approves a maximum loan amount and gives approval for team to proceed.	
	<p><i>Fits within scope</i> = notifies client and SFR Team</p> <p><i>Doesn't fit within scope</i> = denial/deferral/referral to other SNAP resources</p>	

**Evaluation, Scope of Work, Bidding Work Flow**

<b>Who</b>	<b>Task</b>	<b>Time Frame</b>
<b>Evaluation</b>		
Loan Processor	<p>Discusses project and the forms/consumer education materials that are needed with SFR Program Manager.</p> <p>Notifies Housing Assessor of need for scope of work and bid.</p>	Day 15



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<b>Scope of Work</b>		
Housing Assessor	<p>Meets with homeowner and reviews construction paperwork and answers all questions clients have about the construction process.</p> <p>Documents existing conditions extensively with photos and completes SFR Program Assessment Checklist.</p> <p>Interviews client and reviews inspection findings.</p> <p>Provides Consumer Education materials as needed on topics like:</p> <ul style="list-style-type: none"> <li>➤ Energy Savers</li> <li>➤ Moisture and Air Quality</li> <li>➤ Mold, Moisture and Your Home</li> <li>➤ Protecting your Family from Lead</li> <li>➤ Indoor Air Quality</li> <li>➤ Energy Pie</li> <li>➤ 9 Quick Ways to Cut Your Energy Bill</li> <li>➤ Water Heaters</li> <li>➤ Environmental Disposition</li> <li>➤ Lead-Based Paint Disclosure</li> <li>➤ Diversity / Weatherization Letter</li> </ul> <p>Completes Scope of Work (SOW).</p>	Day 20 - Day 25
<b>Bidding</b>		
Housing Assessor	Immediately following Scope of Work meeting, Assessor will solicit a request for bid from multiple contractors.	

SNAP has and will continue to maintain a list of general contractors pre-approved to bid residential construction projects. These contractors have completed paperwork certifying that they meet criteria established by SNAP that is in compliance with federal, state, county, and city requirements. SNAP has and will continue to encourage participation by minority and woman-owned contractors.

Loan Closing. Once a contractor has been chosen, the Loan Processor calculates the appropriate loan amount, prepares all loan documents, and then meets with the homeowner to review the loan and thoroughly explain the paperwork and repayment terms. The Loan Processor works with the homeowner to make sure he/she understands the debt they are assuming and is prepared to repay the loan in a timely manner as well as maintain homeowners' insurance. Homeowners will be referred to appropriate money management classes or additional financial counseling offered through SNAP's Financial Access.



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### Project Acceptance and Loan Closing Work Flow

Who	Task	Time Frame
<b>Project Acceptance</b>		
Housing Assessor	<p>Once all bids are received in house, they will be reviewed for completeness. Then reviews project scope and costs with Single Family Construction Manager.</p> <p>Works with Loan Processor to confirm repairs can be completed within total construction funding available.</p> <p>Revises Task List, Cost Estimate &amp; Scope of Work, if necessary, and job will be awarded to the lowest bidder.</p>	Day 22
Housing Assessor	<p>Completes write-up/specifications and project schedule including temporary homeowner relocation, if needed.</p> <p>Reviews with Single Family Construction Manager.</p> <p>Has client sign the final bid/contract and informs Loan Processor to proceed to final underwriting.</p>	
<b>Approval</b>		
Single Family Construction Manager	<p>Performs final underwriting, which includes complete review of file, verifies income, AMI, debt-to-income ratios, CLTV and ensures all Red Flag Policies have been followed. Prepares a Final Underwriting Approval Form and approves file to be closed.</p> <p>If file approaches thresholds on more than one verification, the SFR Construction Manager will convene a Loan Committee consisting of the Housing Director and the Home Repair and Rehab Program Manager to review all factors and receive approval before proceeding.</p>	Day 25 or sooner



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Loan Processor	<p>Prepares loan closing documents for client.</p> <p>Refers client to applicable financial education and counseling.</p> <p>Arranges for purchase of lenders title insurance.</p> <p>Adds City of Spokane to homeowner’s policy.</p> <p>Schedules and attends closing with client at escrow.</p>	
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Contract and Construction. SNAP’s Housing Assessor will serve as the Project Manager, working closely with the contractor and homeowner throughout the construction process to ensure that work is done correctly in a timely fashion with a focus on the homeowner’s satisfaction. The Assessor will track progress, make onsite visits, review change orders and resolve any disputes arising between the contractor and homeowner.

**Contract and Construction Work Flow**

Who	Task	Time Frame
<b>Construction Contract</b>		
Housing Assessor	<p>Meets with contractor to review project and contract. Obtains contractor’s schedule of construction values, construction timeline and list of subcontractors.</p> <p>Has contractor sign the final bid/contract.</p>	Day 30 – Day 60
<b>Construction Period</b>		
Housing Assessor	<p>Issues construction authorization to proceed.</p> <p>Manages project:</p> <ul style="list-style-type: none"> <li>➤ Performs in-progress inspections</li> <li>➤ Documents work-in-progress with notes and photos</li> <li>➤ Issues change orders (only when absolutely necessary)</li> <li>➤ Reviews requests for and submits monthly in- progress payments</li> <li>➤ Consults with homeowner(s)</li> </ul> <p>Works with homeowner and contractor to resolve any conflicts.</p>	



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Closeout. Upon completion of construction, the Housing Assessor will conduct a final inspection of the property to ensure the entire scope of work has been completed and that all permits, and clearance reports are finalized. The Inspector will confirm and document that construction has been completed to the homeowner’s satisfaction and will provide the homeowner with the contractor’s warranty and an evaluation form to rate their experience with SNAP, the Program, and the contractor.

SNAP will make any necessary loan modifications and then complete all records and reports for the project. Final information will be sent to the City and kept on file at SNAP.

**Closeout Work Flow**

Who	Task	Time Frame
<b>Construction Closeout</b>		Day 60 – Day 70
Housing Assessor	<p>Conducts final inspection and prepares punch list. Verifies all work completed and permits signed-off. Photographs completed work.</p> <p>Collects:</p> <ul style="list-style-type: none"> <li>➤ Contractor and owner’s confirmation of satisfactory completion</li> <li>➤ Copies of building permits</li> </ul> <p>Facilitates resolution of any conflict between contractor and homeowner.</p> <p>Gives approval for final payment.</p> <p>Provides homeowner with contractor warranty and contractor contact information.</p> <p>Provides homeowner and contractor with evaluation form.</p>	
<b>Loan/Project Closeout</b>		
Housing Assessor	Reviews Birdseye project report and verifies all Program work originally planned matches entries.	
Single Family Construction Manager	Reviews and approves project expense allocations. Makes adjustments as needed.	



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Housing Assessor	<ul style="list-style-type: none"> <li>➤ If project amount exceeds the current set up amount, gives file to Loan Processor for submission of revised set up amount to the City of Spokane. Loan Processor then returns file to Housing Assessor who reviews and forwards to Single Family Construction Manager.</li> <li>➤ If project amount does not exceed the current set up amount, organizes paperwork and makes Birdseye entries for closeout.</li> </ul> <p>Completes Project Completion Report and sends copy to SNAP's accounting technician.</p> <p>Notifies SNAP's accounting technician of final project costs for last voucher request (final draw).</p>	
Single Family Construction Manager	Reviews file to make sure all documentation is present.	
Loan Processor	<p>Compares Birdseye project report with most recent SFR Program financial report. Conducts a line-by- line assessment of purchase orders.</p> <p>Works with SNAP's accounting technician and Single Family Construction Manager to finalize project costs.</p>	
Single Family Construction Manager	<p>Completes final documentation of funds in Birdseye after all expenses in Birdseye are reconciled.</p> <p>Closes project.</p>	
Loan Processor	Prepares records for proper storage.	
SNAP Accounting Technician	<p>Sends final voucher request to City of Spokane and requests acceptance of completed project.</p> <p>Pays contractor.</p>	
City of Spokane	Approves project as completed.	

From receipt of the initial application, SNAP maintains thorough and accurate data for all clients/projects through our Birdseye database. Because SNAP has been using Birdseye to track information required by federal regulation for many projects over the years, the City can be assured that records will be complete and in accordance with Program specifications.



List of Contracts

Contract Name	Contract Period	Contact Name	Phone Number	Total Award	Email Address	References with description of work accomplished
ALTCEW SCSA & IIIB	1/1/2021 - 12/21/2021	Lynn Kimball	509.458.2509	\$ 146,142.00	<a href="mailto:lynn.kimball@dshs.wa.gov">lynn.kimball@dshs.wa.gov</a>	Since January 2021, SNAP's Minor Home Repair program has assisted homeowners 546 times with repairs to their homes. This has included furnace, plumbing, sewer, electrical, and ADA accommodations. We have successfully administered the grant funding and helped our community with safe and healthy housing.
ALTCEW SCSA & IIIB	1/1/2022 - 12/21/2022	Lynn Kimball	509.458.2509	\$ 146,918.00	<a href="mailto:lynn.kimball@dshs.wa.gov">lynn.kimball@dshs.wa.gov</a>	
ALTCEW SCSA & IIIB	1/1/2023 - 12/21/2023	Lynn Kimball	509.458.2509	\$ 337,416.00	<a href="mailto:lynn.kimball@dshs.wa.gov">lynn.kimball@dshs.wa.gov</a>	
Avista Weatherization	1/1/2022 – 12/31/2023	Renee Zimmerman	509.495.8273	\$4,975,000.00	<a href="mailto:Renee.zimmerman@avistacorp.com">Renee.zimmerman@avistacorp.com</a>	
City of Spokane CDBG for MHR	1/1/2023 - 12/31/2023	Tessa Jilot	509.625.6327	\$ 500,000.00	<a href="mailto:tjilot@spokanecity.org">tjilot@spokanecity.org</a>	
City of Spokane CDBG for SFR	1/1/2023 - 12/31/2023	Tessa Jilot	509.625.6327	\$ 1,484,879.00	<a href="mailto:tjilot@spokanecity.org">tjilot@spokanecity.org</a>	
Spokane County CDBG	7/1/2022 - 6/30/2023	George Dahl	509.477.4488	\$ 171,722.00	<a href="mailto:gdahl@spokanecounty.org">gdahl@spokanecounty.org</a>	The Spokane County CDBG funding year for 22-23 enabled Minor Home Repair to assist homeowners 131 times with repairs to their homes. This has included furnace, plumbing, sewer, electrical, and ADA accommodations. This funding was successfully administered and was used to provide safe and healthy housing to our community.
Spokane County	5/1/2023 - 9/30/2025	Heather Arnold	509.477.7272	\$ 1,255,410.00	<a href="mailto:harnold@spokanecounty.org">harnold@spokanecounty.org</a>	
WA Commerce	7/1/2021 - 6/30/2023	Laura Viik	360.338.8467	\$ 1,475,023.00	<a href="mailto:laura.viik@commerce.wa.gov">laura.viik@commerce.wa.gov</a>	Since July 2021, SNAP's Weatherization program has assisted approximately 650 homes in becoming more energy efficient, safer and healthier. Weatherization includes such measures as installing energy efficient windows, adding insulation to drafty walls and attics, duct cleaning and carpet removal - replaced with flooring for occupant health improvement. This program also provides energy efficient furnaces and hot water heaters, working with the various utility companies, mainly Avista, to improve the overall quality of homes in our community.
WA Commerce	10/1/2022 - 9/30/2024	Lexi Becker	360.259.6330	\$ 157,605.00	<a href="mailto:Lexi.becker@commerce.wa.gov">Lexi.becker@commerce.wa.gov</a>	



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## **Management Proposal**

For over 30 years, SNAP has been involved with mortgage, housing rehabilitation and small business lending. To consolidate lending activities, SNAP formed a wholly owned subsidiary known as SNAP Financial Access (SFA), a community development financial institution.

Through SFA, SNAP operates a multitude of lending functions that serve a diverse array of financing needs for the Spokane community. SFA provides a vast array of financial options for both housing and business lending.

Opportunities for business lending are provided at highly competitive simple interest rates with low finance fees for business operation-based financing, asset acquisition, and business startup costs. Benefits, such as interest rate buy downs are available for certain programs based on factors regarding energy efficiency or refugee status. SFA also provides a large and robust foreclosure prevention lending program, in which the company provides refinancing opportunities for clients in danger of facing foreclosure.

The program also provides an escrow function for such clients and the ability to refinance multiple property liens into one overall loan package. All SFA-based lending is conducted on a monthly payment schedule basis.

SNAP has over 50 years of experience in successfully administering public funds. We use federal, state, county and city resources to strengthen our community through collaborative partnerships, create opportunities for our low-income neighbors and empower families to self-sufficiency. Since its inception, SNAP has administered a broad range of programs including Mortgage Default Counseling, Homeless Programs, Transitional Housing, Spokane County Re-entry Initiative, credit building classes, and money management classes.

We adhere to a strategic process of applying for funding which includes alignment with core service areas, community needs, partnerships, program assessments, and outcomes.

We have processes for ensuring compliance with program regulations, CFR's, Generally Accepted Accounting Procedures, and OMB Circulars. All our programs undergo rigorous evaluation by an agency-wide Outcomes Committee, which includes Program Directors, Board Members, and an Outcomes Manager certified as a ROMA (Oriented Management Accountability) Specialist. We uphold stringent standards for assessment, planning, implementation, evaluation, and re-assessment, adhering to ROMA compliance. Moreover, all our programs are subject to regular audits and reviews from various funding sources.

SNAP's Housing Services Division currently manages weatherization, minor home repair, energy conservation and sustainability education, and residential rehabilitation loan services. The purpose of



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Housing Services is to allow low-income people to remain in their homes by making repairs/rehabilitation that improve safety, efficiency, durability, and comfort while lessening the financial hardships of those living in poverty. People on fixed incomes often cannot afford basic home rehabilitation costs on their own.

Our Weatherization Program experience is long-standing and sophisticated. Diagnostic tools include infrared cameras, blower doors, digital manometers and furnace testing equipment that are used regularly. Long-term staff, state of the art materials and methods, and a comprehensive conservation education program assure delivery of energy-efficiency, comfort and safety.

Our Revolving Loan program currently lends funds to County residents outside the City of Spokane for health and safety repairs on their homes at the rate of one percent interest. This is similar to the City's Single-Family Rehabilitation Program and has been run with great success by SNAP for more than 20 years.

SNAP's breadth of services and depth of experience and expertise in providing services for Spokane's low-income residents is unparalleled. As managers of the Single-Family Rehabilitation Program since 2015, SNAP has hired and trained a highly skilled staff, who have developed needed infrastructure, created a seamless interface with other SNAP programs, and successfully met the objectives outlined by the City in 2014. Dedicated SFR Program staff are supported.

This Program would fall under the Housing Services Division within SNAP's organization.

John Hoover, Housing Services Director, has prime responsibility and final authority for all work conducted through this program.

Kelly Dawn, Home Repair and Rehab Program Manager supervises the MHR and SFR staff and is the City's main point of contact.

Danny Shea, Home Repair and Rehab Construction Manager is the point person for ensuring the project objectives are met as well responsible for loan management. He collaborates with the Home Repair and Rehab Program Manager in monitoring outcomes and making mid-course corrections to ensure success of the SFR Program.

Pedro Bonatti, Single Family Rehabilitation Assessor, is responsible for all things related to the construction side of the program - assessments, inspections, scopes of work, bidding, NEPA, SHPO, lead, contractor tracking and management, punch lists and final closeout.

Desiree Lancaster, Single Family Rehabilitation Loan Processor, is responsible for all aspects of home and client eligibility and lending. She collaborates with the Home Repair and Rehab Construction Manager and the Single Family Rehabilitation Assessor on a continual basis to ensure a seamless transition occurs from lending to construction.



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### Financial Internal Controls

SNAP's financial department ensures compliance with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) requirements, and grant specific requirements.

The Board Financial Policies, SNAP Fiscal Policies and Procedures, the Employee Handbook and SNAP's All-Agency Policies address the internal controls designed to safeguard assets, verify the accuracy of accounting records and promote operational efficiency.

SNAP uses a robust accounting system to control and account for all funds ensuring accurate, current and complete disclosure of the financial results of each funding source. Financial results are reviewed each month by accounting staff, program personnel and the Board of Directors. SNAP is audited annually and monitored periodically by funding sources.

SNAP uses an accrual basis of accounting. Our fiscal year begins January 1st and ends December 31st. The fund accounting software used is Financial Edge. Each grant is assigned a distinctive self-balancing set of fund/project account numbers. We also use a relational database program, Birdseye, to track employee time/activity and inventory and to gather client demographic and assistance information.

The primary objective of the Financial Management System is to ensure the accurate recording of all transactions, both cash and accrued, which facilitates compliance with applicable regulations. Included in this objective is the assurance that all program funds are expended and accounted for in a manner consistent with all contract and grant agreements.

1. The Board of Directors approves Financial Policies, delegates administration of the Fiscal Policies and Procedures to the Chief Executive Officer, and reviews operations and activities.
2. The Chief Executive Officer has responsibility for all operations and activities, including financial management.
3. The Financial Director is responsible to the Chief Executive Officer for all financial operations.
4. The Chief Operating Officer is responsible to the Chief Executive Officer.
5. The Core Directors are responsible to the Chief Operating Officer.
6. All employees will follow the lines of authority on the agency's organization chart.
7. Current job descriptions will be maintained by Human Resources for all employees, indicating duties and responsibilities.
8. Financial duties and responsibilities are separated so that no one employee has sole control over cash receipts; disbursements; payrolls; reconciliation of bank accounts; etc.
9. Accounting duties will be rotated among Accounting Department employees, whenever possible.
10. All employees are encouraged to take annual vacations.
11. All forms will be completed in ink.



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It is expected that each SNAP employee conducts himself or herself in a manner that is consistent with a professional working environment and positively represents the Agency. It is expected that each SNAP employee will act honestly and with integrity, in accordance with all applicable laws and regulations, and shall refrain from unlawful, unethical, and/or fraudulent acts, in a manner that excludes considerations of personal gain. All SNAP employees are responsible for protecting confidential information.

Agency assets and funds are to be protected and used for agency business only. Designated employees manage individual grants. Those employees are responsible for knowing, understanding, and implementing specific grant guidelines, including how funds are used, keeping formal documentation on fund use, and preparing required reports.

All employees are expected to keep accurate records. In addition, many of our funding sources require explicit information and reporting. All information contained within any report must be true and correct to the best knowledge of the report preparer.

#### Program Internal Controls

- a. If needed, appraisals will be completed by a bonded and licensed appraiser.
- b. All underwriting decisions require at least one signature for approval as well as a final approval prior to funding.
- c. Projects will be routinely reviewed by the Program Team to ensure no conflicts of interest.
- d. Photographs will be taken before, during and after construction.
- e. The Loan Processor and Housing Assessor may create purchase orders, but signature authority will rest with the Single Family Construction Manager or another supervisor.
- f. The Housing Assessor will prepare billing vouchers prior to sending to accounting and will review each file before submission to make sure that all work has been completed.
- g. The Single Family Construction Manager will make random visits to homes in the program to ensure services described are being delivered.
- h. The Single Family Rehabilitation Construction Manager will spot check files monthly and prepare an internal audit to make sure that all files are in complete compliance.
- i. SNAP will survey each client after work is completed to ensure it was performed satisfactorily.
- j. The Accounting Department will send out letters to a random sample of clients to determine if all services listed have been delivered.

Program personnel and management will further develop policies and procedures specific to the Program to ensure that internal controls are integrated into each area of risk as needed.

Additionally, SNAP's Employee Handbook describes a number of important agency-wide internal controls in detail, such as Ethics, Fraud & Abuse Prevention, Hiring of Relatives, Outside Employment, Timekeeping, Use of Equipment and Vehicles, Drug Free Workplace Policy, Confidentiality,

Professional Boundaries, Whistleblower, and Program Services for Staff. Each staff member signs a statement indicating they are familiar with these policies. All Program staff are held to these same standards.



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### Cost Proposal

Project Expenses	Total Project Costs
<b><u>Personnel Costs</u></b>	
Salaries	\$74,029
Benefits & Taxes	\$29,612
<b>Subtotal: Personnel</b>	<b>\$103,641</b>
<b><u>Operating Costs:</u></b>	
Rent/Lease	\$4,664
Mileage	\$2,523
Communication	\$259
Insurance	\$5,182
<b>Subtotal: Operations</b>	<b>\$12,628</b>
<b><u>Administration Costs</u></b>	
Equipment Maintenance	\$11,845
General Admin	\$16,286
<b>Subtotal: Administration Costs</b>	<b>\$28,131</b>
<b><u>Construction Costs</u></b>	
Construction Materials	\$160,000
Contract Services	\$160,000
Loan/Testing/Relocation Costs	\$35,600
<b>Subtotal: Construction Costs</b>	<b>\$355,600</b>
<b>TOTAL (all categories)</b>	<b>\$500,000</b>

Personnel Costs: (list according to % of FTE positions and job duties)

% of FTE	Cost	Job Title
0.33%	\$462	Fiscal Director
26.40%	\$16,342	Loan Processor
24.75%	\$14,718	Housing Inspector
19.80%	\$16,399	Home Repair and Rehab Construction Manager
9.90%	\$6,902	Home Repair and Rehab Program Manager
6.60%	\$3,440	Client Services Specialist
8.25%	\$4,121	Repair Technician
0.99%	\$990	Housing Services Director
16.50%	\$6,270	SFR/MHR Admin
2.20%	\$836	Information Specialist
4.62%	\$3,549	Accounting Tech
	<b>\$74,029</b>	



CITY OF SPOKANE - PURCHASING  
& CONTRACTS  
915 N. Nelson St.  
Spokane, Washington 99202  
(509) 625-6400

November 8, 2023

## ADDENDUM NO. 1

### Request for Proposals #6018-23 - Water and Sewer Rehabilitation Program Administration

This Addendum 1 to the above identified Request for Proposals is being issued to replace the existing Attachment 2 with an updated document.

1. The original Attachment 2 document has been updated and is no longer identified as a “draft”. Replace the original Attachment 2 with document titled: Attachment 2 – “Updated Water and Sewer Rehabilitation Program Overview”. The updated attachment is included herein this Addendum and the RFP by reference.

\_\_\_\_\_  
Connie Wahl, C.P.M., CPPB  
Senior Procurement Specialist,  
Purchasing & Contracts  
Department

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**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

**The undersigned acknowledges receipt of this Addendum.**

Spokane Neighborhood Action Partners

\_\_\_\_\_  
**Company**

*Lucy Lepinski*  
\_\_\_\_\_  
**Authorized Signature**



**November 21, 2023**

## **ADDENDUM NO. 2**

### **Request for Proposals #6018-23 - Water and Sewer Rehabilitation Program Administration**

This Addendum 2 to the above identified Request for Proposals is being issued to change the date of the Pre-Proposal Conference along with extending the deadline for submitting questions and Proposals.

#### **1. The Pre-Proposal Conference date has changed:**

**The Pre-Proposal Conference is NOW scheduled to be held on TUESDAY, NOVEMBER 28, 2023 at 3:30 p.m., local time, virtually via Microsoft Teams, at:** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2Y4MGEyYWQtMzY2Ni00NTJhLWExOTctZjA4YTgwMDJiNzFk%40thread.v2/0?context=%7b%22Tid%22%3a%2295fa1d6e-6a27-496e-9117-fc34d9076661%22%2c%22Oid%22%3a%22894f964b-8a21-4be9-a93b-5fa7b612bd5d%22%7d) or:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_M2Y4MGEyYWQtMzY2Ni00NTJhLWExOTctZjA4YTgwMDJiNzFk%40thread.v2/0?context=%7b%22Tid%22%3a%2295fa1d6e-6a27-496e-9117-fc34d9076661%22%2c%22Oid%22%3a%22894f964b-8a21-4be9-a93b-5fa7b612bd5d%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2Y4MGEyYWQtMzY2Ni00NTJhLWExOTctZjA4YTgwMDJiNzFk%40thread.v2/0?context=%7b%22Tid%22%3a%2295fa1d6e-6a27-496e-9117-fc34d9076661%22%2c%22Oid%22%3a%22894f964b-8a21-4be9-a93b-5fa7b612bd5d%22%7d).

Alternatively, you may join the meeting by the methods below:

Meeting ID: 240 409 004 476

Passcode: KP6qwi

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device:

[cityofspokane@m.webex.com](mailto:cityofspokane@m.webex.com)

Video Conference ID: 114 429 958 2

[Alternate VTC instructions](#)

Or call in (audio only):

[+1 424-566-7556, 813696368#](tel:+14245667556813696368) United States, Los Angeles

Phone Conference ID: 813 696 368#

The meeting link and join method information has not changed. All prospective Proposers should attend; however, attendance is not mandatory. Questions and answers will be issued by Addenda through the City of Spokane's online procurement system portal <https://spokane.procurement.com>. The City shall be bound only to written answers to questions. Any oral responses given at the Pre-Proposal Conference shall be considered unofficial.

- 2. The deadline for asking questions has been extended. The deadline is now WEDNESDAY, NOVEMBER 29, 2023 – 1:00 P.M. local time.**
- 3. The due date for submitting Proposals has been extended. The due date is now MONDAY, DECEMBER 11, 2023 – 1:00 P.M. local time.**



*Connie Wahl*

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Connie Wahl, C.P.M., CPPB  
Senior Procurement Specialist,  
Purchasing & Contracts  
Department

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**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

**The undersigned acknowledges receipt of this Addendum.**

Spokane Neighborhood Action Partners

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**Company**

*Lucy Lepinski*

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**Authorized Signature**



**November 27, 2023**

## **ADDENDUM NO. 3**

### **Request for Proposals #6018-23 - Water and Sewer Rehabilitation Program Administration**

This Addendum 3 to the above identified Request for Proposals is being issued to change the date of the Pre-Proposal Conference along with extending the deadline for submitting questions and Proposals.

#### **1. The Pre-Proposal Conference date has changed:**

**The Pre-Proposal Conference is NOW scheduled to be held on TUESDAY, DECEMBER 12, 2023 at 10:30 A.M., local time, virtually via Microsoft Teams, at:** [Click here to join the meeting](#) or:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_M2Y4MGEyYWQtMzY2Ni00NTJhLWExOTctZjA4YTgwMDJiNzFk%40thread.v2/0?context=%7b%22Tid%22%3a%2295fa1d6e-6a27-496e-9117-fc34d9076661%22%2c%22Oid%22%3a%22894f964b-8a21-4be9-a93b-5fa7b612bd5d%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2Y4MGEyYWQtMzY2Ni00NTJhLWExOTctZjA4YTgwMDJiNzFk%40thread.v2/0?context=%7b%22Tid%22%3a%2295fa1d6e-6a27-496e-9117-fc34d9076661%22%2c%22Oid%22%3a%22894f964b-8a21-4be9-a93b-5fa7b612bd5d%22%7d).

Alternatively, you may join the meeting by the methods below:

Meeting ID: 240 409 004 476

Passcode: KP6qwi

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device:

[cityofspokane@m.webex.com](mailto:cityofspokane@m.webex.com)

Video Conference ID: 114 429 958 2

[Alternate VTC instructions](#)

Or call in (audio only):

[+1 424-566-7556, 813696368#](tel:+14245667556813696368) United States, Los Angeles

Phone Conference ID: 813 696 368#

The meeting link and join method information has not changed. All prospective Proposers should attend; however, attendance is not mandatory. Questions and answers will be issued by Addenda through the City of Spokane's online procurement system portal <https://spokane.procurement.com>. The City shall be bound only to written answers to questions. Any oral responses given at the Pre-Proposal Conference shall be considered unofficial.

**2. The deadline for asking questions has been extended. The deadline is now TUESDAY, DECEMBER 12, 2023 – 1:00 P.M. local time.**

**3. The due date for submitting Proposals has been extended. The due date is now MONDAY, DECEMBER 18, 2023 – 1:00 P.M. local time.**

*Connie Wahl*

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Connie Wahl, C.P.M., CPPB  
Senior Procurement Specialist,  
Purchasing & Contracts  
Department

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**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

**The undersigned acknowledges receipt of this Addendum.**

Spokane Neighborhood Action Partners

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**Company**

*Lucy Lepinski*

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**Authorized Signature**



December 13, 2023

## ADDENDUM NO. 4

### Request for Proposals #6018-23 - Water and Sewer Rehabilitation Program Administration

This Addendum 4 to the above identified Request for Proposals is being issued to provide the attendance list from the Pre-Proposal Conference and answer questions received.

**1. The attendance list from the Pre-Proposal Conference is listed below:**

- Kelly Dawn with SNAP
- Danny Shea with SNAP
- Linda Quern with Devout Excavation LLC
- Moody Dour with High Oaks Developments
- Sylvester Hsu with Black & Veatch
- Marica with City of Spokane Integrated Capital Management dept.
- Nate with City of Spokane Integrated Capital Management dept.
- Connie with City of Spokane Purchasing and Contracts dept.

**2. Q:** For Response #8 - Attachment 2 doesn't appear to mention lobbying. It's the program overview. Am I missing something?

**A:** The original line item number 8 was included by error. There is no "Certification Regarding Lobbying" form required to be signed or submitted. The line item was removed, and the line items have been renumbered.

**3. Q:** how would a deferred payment plan be administered?

**A:** A deferred payment option plan will not be included at this time; it will be addressed if deemed necessary at a later date.

Connie Wahl, C.P.M., CPPB  
Senior Procurement Specialist,  
Purchasing & Contracts  
Department

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**The undersigned acknowledges receipt of this Addendum.**

Spokane Neighborhood Action Partners

**Company**

*Lucy Lepinski*

**Authorized Signature**



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 05/13/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

5/13/2024

**Clerk's File #**

OPR 2024-0437

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 06/03/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

RYAN SHEA X6087

**Bid #**

**Contact E-Mail**

RSHEA@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

KKLITZKE JBINGLE ZZAPPONE

**Agenda Item Name**

0650 - WHEELSHARE 2024-2026 CONTRACT

**Agenda Wording**

The Planning & Economic Development Department is seeking to enter into a two year WheelShare/Shared Mobility contract with Neutron Holdings, Inc. DBA Lime.

**Summary (Background)**

Multiple responses were received for an RFP and evaluated by a team representing the Mayor's Office, the City Council, Public Works, Planning and Economic Development, and the Spokane Transit Authority. Neutron Holdings, Inc., doing business as Lime, was identified as the top-scoring proposal and is recommended to operate under contract for a two-year period from 2024 to 2026, with the possibility of up to two optional two-year extensions, consistent with the previous contract structure.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

**Narrative**

The WheelShare program is a revenue source for the City. The operator fee schedule under the proposed contract is \$17,000 per year with an additional vehicle charge of \$0.75 per vehicle per day. The revenue from 2022 and 2023 was \$190,000 and \$186,000.

**Amount**

**Budget Account**

Revenue \$ 360,000

# 1500-48601-99999-32161-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



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

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

GARDNER, SPENCER

##### Division Director

MACDONALD, STEVEN

##### Accounting Manager

ORLOB, KIMBERLY

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

Alyssa Edelen - alyssa.edelen@li.me

smacdonald@spokanecity.org

sgardner@spokanecity.org

rshea@spokanecity.org

cquinnhurst@spokanecity.org

rbenzie@spokanecity.org

amccall@spokanecity.org

nzollinger@spokanecity.org

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	May 13, 2024
<b>Submitting Department</b>	Planning & Economic Development
<b>Contact Name</b>	Ryan Shea, Planner II
<b>Contact Email &amp; Phone</b>	<a href="mailto:rshea@spokanecity.org">rshea@spokanecity.org</a> / 509-625-6087
<b>Council Sponsor(s)</b>	CM Zappone & CM Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	WheelShare 2024-2026 Contract
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Following the success of the fall 2018 shared mobility pilot program, the City launched a request for proposals to select an operator for an ongoing shared mobility program, WheelShare, for 2019-2021 with an option of two, two-year extensions. Lime was awarded the contract in May of 2019.</p> <p>One of the two optional two-year extensions was used in May 2021 extending the contract to May 2023. Council requested a shortened second contract extension lasting six months until November 2023. This shortened extension allowed a new request for proposals to be issued prior to the 2024 operating season for shared mobility devices.</p> <p>Multiple responses were received and evaluated by a team representing the Mayor’s Office, the City Council, Public Works, Planning and Economic Development, and the Spokane Transit Authority. Neutron Holdings, Inc., doing business as Lime, was identified as the top-scoring proposal and is recommended to operate under contract for a two-year period from 2024 to 2026, with the possibility of up to two optional two-year extensions, consistent with the previous contract structure.</p> <p>Pursuant to SMC 16A.62.035 adopted in April 2019, the City may allow the operation of application-based rental of electronically activated personal transportation devices by one or more vendors.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p><b>Narrative:</b> The WheelShare program is a revenue source for the City. The operator fee schedule under the proposed contract is \$17,000 per year with an additional vehicle charge of \$0.75 per vehicle per day. The revenue from 2022 and 2023 was \$190,000 and \$186,000 respectively. These funds go to supporting active transportation projects in Spokane.</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Yes, this is a source of revenue.</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	



### **Operations Impacts:**

- What impacts would the proposal have on historically excluded communities?

The proposed contract requires that Lime make investments towards equity initiatives in the City of Spokane. Lime is proposing to continue the “Lime Access Program” which provides discounted fees for those who qualify. Reasons for eligibility include SNAP, Medicaid, Federal Subsidized Housing, and any other approved social service program. Further, a newly added equity component of the contract will require Lime to locate 10% of its deployed fleet in designated Equity Focus Areas (census tracts that have a score of 9 or 10 on the Council of Environmental Quality’s Climate and Economic Justice Screening Tool).

- 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 collected regarding trip duration, distance, and speed is not parsed to individual demographic categories to protect individuals’ data. An annual user survey issued by the provider serves to identify anonymized user demographics and trip characteristics to inform ongoing operations and city policy.

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

Using third party applications City staff can analyze trip duration, distance, speed, etc. to create geofenced areas for speed limits, parking restrictions, and no ride zones. Trip data also allows City staff to assess locations for improving active transportation infrastructure.

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

The City’s shared mobility program aligns with the Transportation Goal B: Provide Transportation Choice “meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices.” Shared mobility programs are also a part of the City’s Transportation Demand Management Toolkit providing one solution to the first mile/ last mile barrier.

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Staff updated Council at the Public Safety & Community Health Committee on July 31, 2023 going over the tools and efforts used to help with sidewalk parking and conflict points like low-speed and no-ride zones and the expansion of the mandatory parking zone in Downtown. Prior to starting the Request for Proposal (RFP) process, staff provided a presentation to the Public Infrastructure, Environment, and Sustainability Committee on October 23, 2023 going over points of emphasis that would be included in future WheelShare contracts such as increased emphasis on parking requirements and enforcement, sidewalk detection technology, and river retrieval operations.



**City of Spokane**

**SHARED MOBILITY SERVICES AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **NEUTRON HOLDINGS INC., DBA LIME**, whose address is 85 2nd Street, Suite 300, San Francisco CA 94105 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Spokane WheelShare (Shared Mobility) Operator(s) Services, in accordance with RFP 5987-24 which includes the City’s Terms and Conditions attached as Attachment A; the City’s Shared Mobility Operating Requirements, attached as Attachment B; and the City’s Fee Schedule attached as Attachment C. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on June 1, 2024, and shall run through December 31, 2026, unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Agreement may be renewed by approval of the Parties not to exceed two (2) two year renewal periods.

**3. FEES.**

See attached Fee Schedule Attachment C and Terms Conditions, Attachment A.

**4. TAXES, FEES AND LICENSES.**

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**5. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the 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.

**6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence

of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Americans With Disabilities Act, to the extent those laws are applicable.

## **7. 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.

## **8. INSURANCE.**

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) 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 forty-five (45) 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.

#### **10. 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.

#### **11. AUDIT.**

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors 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.

#### **12. ASSIGNMENT AND SUBCONTRACTING.**

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **13. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) 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.

#### **14. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

#### **15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

All trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor and its Affiliates. The City shall hold a non-exclusive, perpetual, irrevocable license with the right to disclose, copy, distribute, and display anonymized data regarding the number of riders, deployed vehicles, trips, trip length, trip distance, as well as the results of joint research projects and any co-developed products.

Each Party explicitly acknowledges that the rights granted in this Agreement are strictly limited to the scope expressly specified herein. Consequently, apart from the expressly granted rights under this Agreement, neither Party, by implication, estoppel, reliance, or any other means, conveys any right, title, or interest of any nature to the other Party. All rights pertaining to any know-how, patent, or other intellectual property rights not explicitly granted in this Agreement are reserved to their respective owners.

The City shall hold a non-exclusive, perpetual, irrevocable license with the right to disclose, copy, distribute, and display anonymized data regarding the number of riders, deployed vehicles, trips, trip length, trip distance, as well as the results of joint research projects and any co-developed products.

All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

## 16. CONFIDENTIALITY/PUBLIC RECORDS.

Certain records are exempt from disclosure under the Public Records Act, including but not limited to confidential business information and trade secrets as defined in RCW 19.108.010 (Uniform Trade Secrets Act) and other applicable laws. The parties agree to maintain the confidentiality of information designated as confidential business information or trade secrets, to the extent permitted by RCW 42.56 and RCW 19.108.

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 City receives 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. This Contract, including all Contract Attachments, will be subject to City of Spokane City Council approval process which is open to the public. Hence, Company accepts that all of these records are and will remain available to the public and posted to the City's public facing website and no RCW 42.56. public records request is required for City to make these records publicly available.

## 17. ANTI KICK-BACK.

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.

## 18. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**NEUTRON HOLDINGS INC., DBA LIME**

**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
- Attachment A - City’s Terms and Conditions
- Attachment B - City’s Shared Mobility Operating Requirements
- Attachment C - City’s Fee Schedule

24-073a

**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)



**ATTACHMENT A**  
**TERMS AND CONDITIONS**

**1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Accordingly, Shared Mobility Provider will not engage a current or former City officers or employees in a manner that creates a conflict of interest.

**2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW 41.56. Certain records are exempt from disclosure under the Public Records Act, including but not limited to confidential business information and trade secrets as defined in RCW 19.108.010 (Uniform Trade Secrets Act) and other applicable laws. The terms of Section 16 of this Contract entitled, “CONFIDENTIALITY/PUBLIC RECORDS”, applies to all records requests.

**3. OWNERSHIP OF PROPERTY**

All trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor and its Affiliates. The City shall hold a non-exclusive, perpetual, irrevocable license with the right to disclose, copy, distribute, and display anonymized data regarding the number of riders, deployed vehicles, trips, trip length, trip distance, as well as the results of joint research projects and any co-developed products.

Each Party explicitly acknowledges that the rights granted in this Agreement are strictly limited to the scope expressly specified herein. Consequently, apart from the expressly granted rights under this Agreement, neither Party, by implication, estoppel, reliance, or any other means, conveys any right, title, or interest of any nature to the other Party. All rights pertaining to any know-how, patent, or other intellectual property rights not explicitly granted in this Agreement are reserved to their respective owners.

**4. REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted to the City of Spokane’s online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

**5. ACCEPTANCE PERIOD**

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

**6. COSTS TO PROPOSE**

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

**7. INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms, and conditions it is providing to the City of Spokane, contingent upon the Firm’s review and approval at the time of a requested contract. The Firm’s right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

## **8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

## **9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)7539693 to obtain information on certified Firms.

## **10. NONDISCRIMINATION**

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

## **11. BUSINESS REGISTRATION REQUIREMENT**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

## **12. PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **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 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.

## **14. DISPUTES**

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

## **15. TERMINATION**

- A. For Cause: The City or Company may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner, not fewer than thirty business days after written notice of a documented breach. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil

commotion, riot, labor dispute including strike, walkout or lockout Company sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Company, the Company shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Company agrees this payment shall fully and adequately compensate the Company and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Company shall provide the City with the most current design documents, contract documents, writings and other products the Company has produced prior to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Company harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Company's work product.

#### **16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION**

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

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

#### **17. LIABILITY**

The Firm shall indemnify, defend, and hold harmless the City, its officers, and its employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and its employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers, its employees and the Firm, its officers, and its employees shall apply only to the extent of the negligence of the Firm, its officers, and its employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

#### **18. INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; 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 Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired, and nonowned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance

## ATTACHMENT B

### Shared Mobility Operating Requirements

2024-2026 Requirements are subject to change.

#### Equipment and Safety

**Requirement S1:** All bicycles used by Shared Mobility Providers (Firm) shall meet the standards outlined in the Code of Federal Regulations (CFR) under [Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles](#). Additionally, permitted systems shall meet the safety standards outlined in [ISO 43.150 – Cycles, subsection 4210](#).

**Requirement S2:** Electric bicycles deployed as part of the Shared Mobility program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of *low-speed electric bicycles*; and shall be subject to the same requirements as ordinary bicycles (described in Requirement S1). This means that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Electric assist bikes shall comply with the Class 1 and Class 2 definitions and requirements of RCW 46.04.169 and RCW 46.61.710.

**Requirement S3:** All bicycles shall meet the Revised Code of Washington's (RCW) requirements for lights during hours of darkness, described in [RCW 46.61.780](#). This includes a front light that emits white light and a rear red reflector.

**Requirement S4:** All electric scooters used by Shared Mobility Providers shall be consistent with commercially available, current industry standards for dockless e-scooters including, but not limited to the following features:

1. A warning bell.
2. A front white light.
3. A rear red light visible from a distance of at least 50 feet and that stays illuminated for at least 90 seconds after coming to a full stop during an active trip.
4. Front and rear brakes.
5. A unique identifier.
6. Photo validation and geofencing technology to ensure parking and operational compliance.
7. Sidewalk riding detection hardware and software, activation to be discussed in consultation with operator on appropriate conditions and implementation.
8. Functionality for remote control of individual and fleetwide scooter operations including, but not limited to:
  - a. Preventing the beginning or ending of a rental trip outside service area boundaries;
  - b. Slowing and stopping the device once rental trip exits service area boundaries;
  - c. Slowing and stopping the device in designated no-ride zones within the service area;
  - d. Reducing device speed in designated zones;
  - e. Preventing the ending of trips in no parking zones or other geofenced areas;
  - f. Requiring the ending of trips in designated parking zones or other geofenced areas; and
  - g. Disabling the entire fleet when reasonably requested by the City due to a state of emergency or other clear threat to public safety posed by continued operation.
9. Shared Mobility Providers under this program shall also comply with any e-scooter standard or regulation enacted or adopted by the State of Washington or federal agency during the course of the contract when reasonably requested by the City.

**Requirement S5:** Electric assist bikes and scooters shall not be propelled by the motor to more than 15 miles per hour on flat ground. Shared Mobility Providers shall utilize geofencing to restrict and reduce speeds in special areas or zones as defined by the City. Examples of special speed zones may include

but are not limited to: Riverfront Park, sections of the Centennial Trail, the County Courthouse and Public Safety complex and other large public spaces or zones.

**Requirement S6:** Shared Mobility Providers shall provide a mechanism for customers to notify the Firm that there is a safety or maintenance issue with the bicycle or scooter.

**Requirement S7:** Shared Mobility Providers shall have visible language that notifies the user that:

1. Helmet use is encouraged by all users.
2. Bicycles and scooters are restricted from using sidewalks in the downtown retail district zone as defined by Spokane Municipal Code (SMC) 16A.04.100(Z) and SMC 16A.61.787.
3. Outside of downtown, bike and scooter riders shall yield to pedestrians on sidewalks per SMC 16A.61.787.

**Requirement S8:** Shared Mobility Providers agree that the City of Spokane is not responsible for educating users regarding laws and restrictions regarding bicycle and scooter use. Neither is the City responsible for educating users on how to ride or operate a bicycle or scooter. Shared Mobility Providers agree to educate users regarding laws applicable to riding and operating a bicycle and scooter in the City of Spokane and Spokane County, to encourage users to wear helmets and to comply with applicable laws.

**Requirement S9:** Use of shared mobility vehicles shall be limited to adults, 18 years of age or older. Shared Mobility Providers shall notify users of this requirement.

**Requirement S10:** Use of shared mobility vehicles shall be limited to use by one person; no passengers are permitted.

**Requirement S11:** Shared Mobility Providers shall actively promote proper and safe use and riding behavior for bicycles and scooters and encourage and promote the use of bicycle helmets. Riding behavior education should include the requirement to ride in roadways as opposed to sidewalks in the downtown, yielding to pedestrians, and selection of appropriate parking places. The Shared Mobility Provider shall encourage helmet use through partnerships and promotions with local bicycle shops, hotels, parks, and bicycle and pedestrian advocacy groups and/or through helmet promotions that provide free or reduced cost helmets to their users. This can be done through giveaways or helmet vending so long as the shared helmets are appropriately inspected and sanitized prior to re-distribution. Each Shared Mobility Provider, not the City, shall be responsible for ensuring helmets provided by such Shared Mobility Provider, whether free or at a reduced cost, complies with applicable and relevant helmet safety requirements.

**Requirement S12:** Speed zones shall be administered through geofencing as required by the City. A reduced speed zone shall be administered for Riverfront Park. Electric vehicles shall be limited to 7 miles per hour through the park unless otherwise approved by the City. Geofence boundaries shall be adjusted such that these limits activate within the park, but do not interfere with travel on adjacent streets.

**Requirement S13:** In reference to Requirement S4, Shared Mobility Providers shall provide specifications detailing the capabilities of the vehicle fleet to accurately and automatically detect sidewalk riding and designated location-based parking zones. The Shared Mobility Provider shall demonstrate the ability to deploy both location-based parking restrictions and sidewalk-riding detection technology in designated operating zones within the City, such as the Downtown Business District.

## Parking

**Requirement P1:** For dockless shared mobility systems, bicycles and scooters shall be parked in the landscape/furniture zone of the sidewalk, as indicated in Figure 1. Shared Mobility Providers shall inform customers regarding appropriate parking behavior and locations. For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for every location. The City of Spokane's Developer Services Division will provide guidance on locating shared mobility stations, as well as the additional permits that may be required.



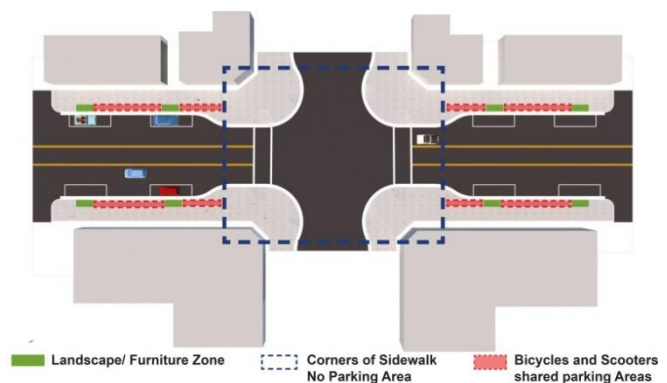
Figure 1

**Requirement P2:** For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for each location. The City of Spokane's Developer Services Division will review and provide guidance on locating shared mobility stations, as well as determine additional permits that may apply.

**Requirement P3:** Restrictions to allowed parking zones on sidewalk:

1. Bicycles shall not be parked at the corners of sidewalks as indicated in Figure 2.
2. Bicycles and scooters shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
3. On blocks without sidewalks, bicycles may be parked if the public right-of-way if the travel lane(s) and a 6-foot pedestrian clear zone are not impeded.
4. The City reserves the right to determine certain block faces where dockless shared mobility parking is prohibited. The City also retains the right to define limited parking zones near business entrances or bus stops. These zones should be closely monitored and parking re-balanced often if/when vehicles accumulate with regular use. The Shared Mobility Provider shall attend to these zones as needed to maintain functional pedestrian access.

Figure 2



5. Bicycles shall not be parked on the sidewalk or street adjacent to or within:
  - a. Parklets and streateries;
  - b. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
  - c. Loading zones;
  - d. Disabled parking zone;
  - e. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
  - f. Curb ramps;
  - g. Building entryways; and
  - h. Driveways.

**Requirement P4:** These requirements relate to operations within the City of Spokane Right-of-Way. Additional zones may be established; for example, locations within parks, publicly-accessible plazas, on-

street parking spaces (bike corrals), off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the customer through signage approved by the respective entity and/or through the mobile and web application.

**Requirement P5:** The City retains the right to require operators to create geo-fenced stations within certain areas where bicycles and scooters shall be parked. All city-installed scooter and bike corrals shall be geo-fenced for scooter deployment and shall have incentives for users to park in these areas.

**Requirement P6:** Any dockless bicycle or scooter that is parked in one location for more than 7 consecutive days without moving may be removed by City of Spokane crews and taken to a City facility for storage at the expense of the Shared Mobility Provider. The City shall invoice the Shared Mobility Provider for the vehicle removal and storage expenses.

**Requirement P7:** All permitted operators shall provide, on every bicycle and scooter, contact information for bicycle and scooter relocation requests.

**Requirement P8:** Bicycles and scooters shall be upright when parked.

**Requirement P9:** Any bicycle or scooter that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the Shared Mobility Provider within the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

**Requirement P10:** Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).

**Requirement P11:** If parking behavior becomes problematic, as deemed by the City, the City retains the right to require the Shared Mobility Provider to incentivize proper parking etiquette. This would include the use of geofencing and appropriate signs/markings to highlight appropriate parking locations and promotional information distributed to users to offer discounted rates to be earned by prolonged good behavior. The City will assess discounts to quarterly vehicle fees charged to the Shared Mobility Provider, as noted in the shared mobility contract, based on amount invested in operational and technological parking innovations.

**Requirement P12:** The Shared Mobility Provider shall implement and maintain a system for fining users for wrongly parked vehicles as determined by user-taken end-of-trip photos. Such fines shall follow an escalating scale of \$10 for the second violation, \$20 for the third violation, \$40 for the fourth violation and removal from the program for the fifth violation.



## Operations

**Requirement O1:** All Shared Mobility Providers shall have a staffed operations/maintenance center located in the City of Spokane.

**Requirement O2:** All Shared Mobility Providers shall have a local manager(s). The Shared Mobility Provider shall provide the contact info (cell phone number and e-mail) for the local manager(s) to the City of Spokane program manager.

**Requirement O3:** All Shared Mobility Providers shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.

**Requirement O4:** All Shared Mobility Providers shall provide the City with a direct contact for Shared Mobility Provider staff that are capable of rebalancing bicycles. All permitted Shared Mobility Providers shall relocate or rebalance according to the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

**Requirement O5:** All Shared Mobility Providers shall have a performance bond of \$80/bicycle or scooter, with a cap of \$10,000. The form of the bond shall be approved by the City. These funds shall be accessible to the City for future public property repair and maintenance costs that may be incurred, removing, and storing bicycles improperly parked, or if a company is not present to remove bicycles if its contract is terminated. If a permitted operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional bicycles.

**Requirement O6:** Any inoperable bicycle or scooter, or any bicycle or scooter that is not safe to operate shall be removed from the right-of-way within 24 hours of notice by any means to the Shared Mobility Provider by any individual or entity and shall be repaired and safety inspected before putting the bicycle or scooter back into revenue service.

**Requirement O7:** All Shared Mobility Provider(s) shall have a minimum bicycle and scooter fleet of 500 vehicles; operators shall meet this fleet size within one calendar week of the initial launch date. The vehicle fleet shall include at least 50 bicycles. The fleet shall also include up to 250 seated scooters, and strive for a daily average deployment of 25 sit-down scooters during the first year of operation, to be assessed for continuation at the end of that year. The Parties will evaluate performance of sit-down scooters to determine if the demand warrants an increase of the overall fleet size. The maximum fleet size shall be 1,500 vehicles unless otherwise approved in writing by the City. The maximum vehicle cap may also be raised by 300 additional vehicles if the average trips-per-vehicle is 2.5 or higher. Prior to raising the cap in this manner, the City shall be notified.

Weather conditions permitting, the Shared Mobility Provider shall maintain the minimum fleet size from March 15<sup>th</sup> through November 15<sup>th</sup>. Fleet size may be reduced from November 15<sup>th</sup> through March 15<sup>th</sup>; vehicles should be deployed during this time period when weather and street conditions allow. Re-introduction after winter closures shall be done only with approval from the City.

**Requirement O8:** The City may determine additional or altered operating requirements based on data received as part of the data sharing requirements specified below.

**Requirement O9:** Every bicycle and scooter shall have a unique identifier that is visible to the user.

**Requirement 10:** Shared Mobility Providers shall have a process in place to handle and address property damage claims and complaints related to operation of their shared mobility vehicles. Shared Mobility Providers shall provide contact information to the City for Shared Mobility Provider staff responsible for addressing property damage issues.

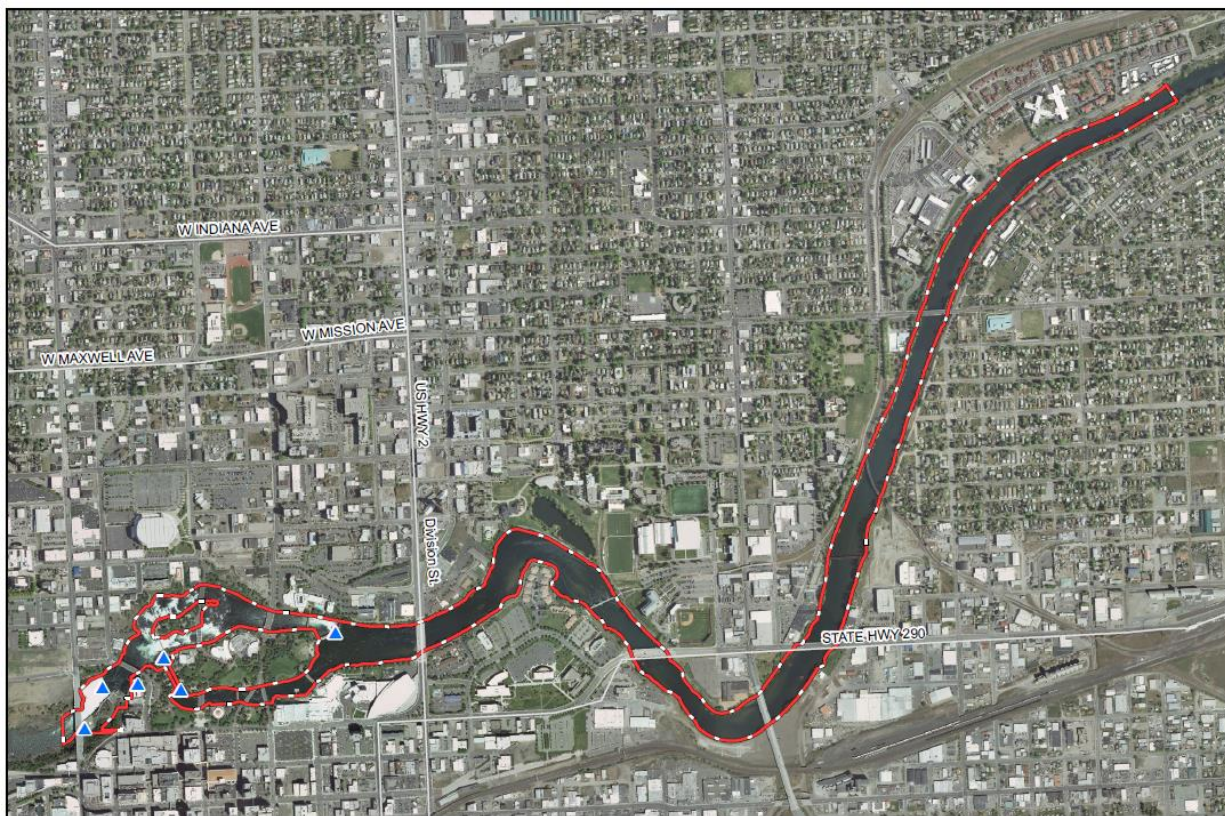
**Requirement O11:** If the City incurs any costs addressing or abating any verified and documented violations of these requirements or incurs any costs of repair or maintenance of public property, upon

receiving written notice of the City costs, the permitted operator shall reimburse the City for such costs within thirty days of issuing an invoice. If Operator disagrees with the assessment, the City will engage in alternative dispute resolution such as mediation with a neutral third party before issuing the invoice.

**Requirement O12:** The City reserves the right to terminate a Shared Mobility Provider’s participation in the program for cause at any time upon thirty days written notice and require that the entire fleet of devices be removed from Spokane streets. The decommissioning shall be completed within 10 business days unless a different time period is determined by the City.

**Requirement O13:** If a permitted Shared Mobility Providers’ scooter or e-bike is thrown, discharged, disposed or deposited in the City’s bodies of water, including but not limited to the Spokane River, in addition to any applicable penalty, the Shared Mobility Provider shall, if practically possible and safe to do so, retrieve such scooter from the City’s waters within 24 hours of knowledge of the incident, whether reported by the public, within the Shared Mobility Provider’s software or by other means. If the Shared Mobility Provider does not retrieve such scooter from the City’s waters within the specified time limit, the City, in its sole discretion, may retrieve such scooter from the City’s waters, and the Shared Mobility Provider shall, in addition to being subject to other applicable penalties, reimburse the City’s reasonable retrieval cost.

Exception: Any Shared Mobility Providers’ scooter or e-bike thrown, discharge or deposited within the Monroe Street and Upper Falls HED Project Boundary (as shown below) shall be retrieved only by licensed and insured contractors approved by the City.



**Figure 3:** Monroe Street and Upper Falls HED Project Boundary, Source: Avista Utilities

**Requirement O14:** The Shared Mobility Provider shall promptly disclose via its monthly report any patterns of vandalism, sabotage, or other intentional destruction of its devices that render the devices unsafe to operate.

## Special Events and Standing Weather Conditions

**Requirement SS1:** All permitted Shared Mobility Providers shall coordinate and cooperate with City staff regarding operations during special events. Special events may include but are not limited to: Bloomsday, Hoopfest, Lilac Day Parade, Pigout in the Park. During special events, shared mobility vehicle placement, parking and use may be prohibited or restricted within or near the location of the special event as defined by the City. Shared Mobility Providers shall provide adequate staffing during the special events to comply with the restrictions, rebalancing or removing vehicles as needed. When feasible, Shared Mobility Providers may be required to establish special geofenced boundaries that make the vehicles inoperable or operate at reduced speeds within or near the defined special event zone. The City will consider discounts to quarterly vehicle fees, as noted in the shared mobility contract, based on amount invested in operational and technological event management innovations such as geo-fencing and associated staffing requirements.

Shared Mobility Providers shall coordinate with City staff and special event organizers to identify and establish designated parking locations outside of the event zone for the parking of shared mobility vehicles.

**Requirement SS2:** Shared mobility vehicles shall be removed from city streets during snowy or icy weather conditions and in advance of anticipated significant weather events. Vehicles shall not be returned to operation until snow and ice have dissipated by natural means. This will be substantiated by melted/thawed conditions with temperatures above freezing for the duration of the time between 6:00 a.m. and 9:00 p.m. and which will allow safe usage of bicycles and scooters. During City declared weather or snow emergencies, Shared Mobility Providers shall make every attempt to safely remove all vehicles from the public right-of-way within 12 hours.

## Data Sharing

**Requirement DS1:** The Shared Mobility Provider shall make data available to the City that is compliant with the Mobility Data Specification (MDS) format. The data shall be made available to the City, at a minimum, on a weekly basis.

**Requirement DS2:** The Shared Mobility Provider shall make available to City staff a 'data dashboard' that provides access to data that is updated on a daily basis. The minimum basic data provided and available for viewing should include:

- Number of each vehicle (bicycle and scooters) deployed
- Number of rides/trips
- Average trip length
- Average trip distance

**Requirement DS3:** All permitted Shared Mobility Providers shall cooperate with the City in the distribution of customer surveys related to shared mobility through notifications and links on the Shared Mobility Providers application and through e-mail notification of Shared Mobility Provider's customers.

**Requirement DS4:** All permitted Shared Mobility Providers shall keep a record of maintenance activities, including but not limited to bicycle and scooter identification number and maintenance performed. Each month, the Shared Mobility Provider will send aggregated maintenance data to the City, including and number of maintenance tasks.

**Requirement DS5:** All permitted Shared Mobility Providers will keep a record of reported collisions. These records will be sent to the City monthly.

**Requirement DS6:** All permitted Shared Mobility Providers agree to the City using a third-party consultant or researcher for evaluation of shared mobility. Data will be shared with the City's consultant

or third-party researcher only for the purposes of evaluation and/or enforcement of the Shared Mobility Operating Requirements.

**Requirement DS7:** The Shared Mobility Provider is responsible for securing, maintaining and validating all data, including any geospatial data, required to implement sidewalk riding detection technology. The Shared Mobility Provider shall provide sidewalk riding detection data to the City upon request in a format specified by the City.

**Requirement DS8:** The Shared Mobility Provider shall require that all users take a photo of the parked device before ending a trip and implement strategies to compel users to take the required trip-end photo. The Shared Mobility Provider shall also provide instructions within the app that assure riders take trip-end photos that clearly show if a device is properly parked. The Shared Mobility Provider shall have a method for reviewing trip-end photos for compliance with parking rules, and work with the City to use these photos to promote parking compliance. Trip-end photos are not required for users that access a device without using a smartphone.

## Equity

**Requirement E1:** Shared Mobility Providers shall implement and maintain a program that allows for use of bikes/scooters without a smart phone app.

**Requirement E2:** Shared Mobility Providers shall implement and maintain a program that allows for cash payment to use shared mobility through programs and partnerships such as PayNearMe.

**Requirement E3:** Shared Mobility Providers shall publicize and promote available equity programs.

**Requirement E4:** The Shared Mobility Provider shall distribute at least 10% of its deployed fleet in designated Equity Focus Areas. These Areas are designated as the following areas: census tracts that have a score of 9 or 10 on the Council of Environmental Quality's Climate and Economic Justice Screening Tool.

## Fees and Donations

**Requirement F1:** Shared Mobility Providers shall pay applicable fees as noted in the City's shared mobility contract and associated fee schedule.

**Requirement F2:** Any fees arising from the need for City crews to relocate or remove bicycles from any location where a bicycle is prohibited under this permit shall equal the City crews' hourly rate plus fifteen percent.

**Requirement F3:** Shared Mobility Providers shall administer a donation program that allows users to donate to a designated local non-profit organization through the smart phone app.

## Enforcement and Penalties

**Requirement EP1:** The City may seek all applicable penalties, including but not limited to fines, suspension or termination of a Shared Mobility Provider's participation in the program, restitution or other equitable relief against any Shared Mobility Provider that violates any section of the Shared Mobility Operation Requirements or Spokane Municipal Code.

**Requirement EP2:** Violations shall be subject to a minimum fine of \$500.00, which may increase to a maximum of \$2,500 for each such violation. The severity and extent of the violation will determine the exact penalty within this range, with more serious or widespread violations warranting higher fines. Each day that any violation shall continue shall be deemed a separate and distinct offense.

**Requirement EP3:** The City may suspend a Shared Mobility Provider from operating shared scooter services in the City for up to 30 days for: (i) repeated, documented, violations, as determined by the program manager; or (ii) egregious violations; or (iii) violations that pose a significant threat to safety.

Violations that may result in license suspension include, but are not limited to:

- i. To operate with devices that do not conform to standards;
- ii. To operate with devices that have not been approved for deployment;
- iii. Failure to disclose maintenance records;
- iv. Failure to follow operator's maintenance procedures;
- v. Failure to provide functioning sidewalk riding detection technology;
- vi. Operating outside of permitted hours;
- vii. Operating outside of permitted service area;
- viii. Exceeding device maximum caps;
- ix. Failure to meet Equity Focus Area minimums;
- x. Failure to meet device parking standards;
- xi. Violating payment or fee calculation rules;
- xii. Failure to adhere to order to remove or disable devices;
- xiii. Failure to meet operational standards;
- xiv. Failure to adhere to geofence requirements;
- xv. Failure to meet education and outreach requirements;
- xvi. Failure to submit required reporting;
- xvii. Failure to comply with MDS API integration requirements;
- xviii. Failure to remedy improperly parked devices.

## ATTACHMENT C

### Fees – Shared Mobility

<b>Annual Fee:</b>	\$17,000
<b>plus</b>	
<b>Fee Per Vehicle:</b>	\$.75 / vehicle / day

#### **Possible Discounts:**

1. The Shared Mobility Provider (Firm) shall through its safety initiatives, provide and distribute bicycle helmets. The fee charged to the Firm for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Firm in helmets up to 15% of the total quarterly fee amount. The Firm shall provide backup documentation of this investment as well as helmet distribution numbers to City Staff.
2. The Shared Mobility Provider shall through its existing equity programs make investments towards equity initiatives in the City of Spokane. The fee charged to the Firm for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Firm in equity programs up to 15% of the total quarterly fee amount. The Firm shall provide back-up documentation of this investment to City staff.
3. The Shared Mobility Provider shall cooperate and collaborate with City staff on operation and technological innovations related to parking, vehicle charging, vehicle sensors and other items related to the Smart Cities initiative. Specific details of involvement and investment in these initiatives may be addressed through future contract amendments as needed. The fee charged to the Firm for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Firm in these innovations up to 15% of the total quarterly fee amount.
4. The Shared Mobility Provider shall administer a donation module enabling user donations to a specified local non-profit organization. The fee charged to the Firm for daily vehicle activity, calculated on a quarterly basis, shall be reduced by a non-scalable credit up to \$5,000 when the donation program is administered in the City of Spokane.
5. Total quarterly fee reductions to the Firm shall not exceed 50% of the total quarterly fee amount.

#### Notes:

1. Fees shall be paid according to Attachment A “Terms and Conditions”.
2. The vehicle fee will be charged based on vehicles in operation on any given day. If vehicles are removed from operation due to weather or other conditions, the fee will not apply.



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 05/13/2024

**Committee Agenda type:** Consent

**Date Rec'd**

5/14/2024

**Clerk's File #**

OPR 2023-0017

**Renews #**

**Cross Ref #**

26288

**Council Meeting Date:** 06/03/2024

**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

**Project #**

**Contact Name/Phone**

ARIELLE 509-564-5278

**Bid #**

**Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

1680-TRAC EXTENSION AND AMENDMENT

**Agenda Wording**

A month by month extension with The Salvation Army for the TRAC shelter operation.

**Summary (Background)**

Time frame would begin June 1st 2024 through September 30th 2024. The amendment will allow for services and would limit monthly spending to no more than \$620,000.00. The monthly amount for the four month period would increase the contract award by \$2,480,000.00.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?

Total Cost \$ 2,480,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

Expense \$ 2,480,000.00

# 1425-88155-57215-54201-97236

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	ANDERSON, ARIELLE M.
<b><u>Division Director</u></b>	KINDER, DAWN
<b><u>Accounting Manager</u></b>	MURRAY, MICHELLE
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

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

**Distribution List**

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jnechanicky@spokanecity.org	laga@spokanecity.org



## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	May 13 <sup>th</sup> 2024
<b>Submitting Department</b>	Community Housing and Human Services (CHHS)
<b>Contact Name</b>	Arielle Anderson
<b>Contact Email &amp; Phone</b>	arielleanderson@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Zappone, Bingle, Klitze</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	TRAC extension and transition June- Sept. 2024
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>We are seeking approval to this amendment for a contract extension for the TRAC shelter operator, The Salvation Army. This will be a month-by-month, four-month extension, beginning June 1<sup>st</sup>, 2024, and running through September 30<sup>th</sup>, 2024. This amendment and contract are subject to termination at any time and will allow for the service provider to flex spending down or up, depending on surge capacity for inclement weather needs. Further, this amendment will ensure uninterrupted emergency shelter operations and will focus on reducing the total available beds and associated costs. To effectuate this, we are shifting from a total number of beds model to a daily bed rate model. With a target goal of \$80 per guest per day, this amendment will also limit a monthly budget not to exceed more than \$620,000.00; and will allow for a flexible transition to the scope of work and overall costs. Monthly invoicing will need supporting documentation as expenses paid will be based on the actual expenses. Bed rate will reference the supporting categories used to staff (wages, training, etc.), 3rd party contracts for operations (security, external bathroom, internet, etc.), misc. supplies (cleaning, office, etc.), meals for guests, services for guests (transportation, laundry, etc.).</p> <p>This amendment includes CMIS compliance requirements, as well as a monthly CMIS report which will be used to validate number of guests per month.</p> <p>Funding is limited to a monthly basis and capped at \$620,000.00 per month for June, July, August, September 2024 and is subject to early termination. With funding limited to a monthly basis and capped at \$620,000.00 per month giving an increase to the total contract award of \$2,480,000.00.</p>
<b>Fiscal Impact</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost:	

**2023 Funding:**

- \$350,000 Criminal Justice
- \$380,000 Local Dollars

**\$730,000 for 2023 Increase.**

**2024 Funding: JAN-APRIL 2024**

- \$892,263 Commerce Inflationary Fund
- \$2,107,737 ARPA

**\$3,000,000 for 4 months of 2024.**

**2024 MAY Funding:**

- \$700,000.00 ARPA

**\$700,000 for 1 months of 2024.**

**Additional 2024 Funding: JUNE-SEPT.**

- \$47,926.25 per month. Not to exceed \$191,705.00 in Commerce Inflationary Funds.
- \$572,073.75 per month. Not to exceed \$2,288,295.00 in ARPA Revenue Replacement Dollars.

**\$2,480,000.00 for 4 additional months, 2024.**

**Total Contract increase \$2,480,000.00.**

**Narrative:** This amendment will be drawing ARPA funding, as well as Commerce Inflationary Money. Costs and budget limits have been discussed and worked out to meet the funding limits. This extension includes formalizing the reduction in beds to 250 and under, reducing the previous monthly budgets from \$750k to \$700k, to \$620K and adds ARPA language required for some of the funding sources we are using. By shifting to a daily bed rate model, we will be able to flex the project spend either down or up depending on the need to surge capacity for inclement weather needs.

**Funding Source**       One-time       Recurring       N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc.? [Click or tap here to enter text.](#)

**Expense Occurrence**       One-time       Recurring       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?

This is a continuation of services that support high acuity households.

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

CMIS is the system of record for local, State, and Federal reporting.

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

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The city has prioritized homeless sheltering services especially during times of extreme weather.



**City of Spokane**

**CONTRACT AMENDMENT/EXTENSION**

**Title: TRAC Shelter Amendment D with  
The Salvation Army**

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **The Salvation Army**, a California nonprofit corporation registered to do business in Washington, whose address is 30840 Hawthorne Blvd., Rancho Palos Verdes, CA 90275 with a local business address at 222 E Indiana, Spokane, WA 99207 as ("GRANTEE").

*WHEREAS the parties entered into an Agreement wherein the GRANTEE agreed to administer Services and Operate a Shelter for those experiencing homelessness at the Trent Resource and Assistance Center (TRAC); and*

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

*WHEREAS work and time to perform has been requested by the City, thus the original Agreement needs to be formally Amended by this written document; and*

*Whereas the City wishes to incorporate potential 'surge' services for inclement weather circumstances, per SMC 18.05.020, and*

*WHEREAS additional funds are necessary to complete the Project, and*

*WHEREAS the Grantee agrees to the ARPA Terms and Conditions as attached; and*

*WHEREAS the Grantee agrees to the CMIS Terms and Conditions as attached; and*

*WHEREAS additional funding has been made available under the ARPA Revenue Replacement Dollars award as well as Commerce Inflationary Funds.*

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

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated January 9, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on June 1, 2024, and shall run through Sept. 30, 2024. Nothing in this section shall be deemed to prohibit the City from terminating the Agreement prior to September 30, 2024, pursuant to Section 10 of this original Agreement.

**3. AMENDMENT.**

**SECTION NO. 3 – BUDGET.** The total amount City shall pay GRANTEE is increased by the amount not to exceed **TWO MILLION FOUR HUNDRED AND EIGHTY THOUSAND AND NO/100 DOLLARS (\$2,480,000.00)** for everything furnished and done under this Amendment which equates to a new Total Agreement amount not to exceed **SIXTEEN MILLION, TWO HUNDRED FORTY FIVE THOUSAND FIVE HUNDRED AND EIGHTY-SIX AND NO/100 DOLLARS (\$16,245,586.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 20} of the original Agreement):

Category	Amount
SHELTER OPERATIONS 2022	\$ 1,097,322.00
SHELTER OPERATIONS 2023	\$ 4,543,264.00
SHELTER OPERATIONS AMENDMENT A	\$ 3,500,000.00
SHELTER OPERATIONS AMENDMENT B	\$ 3,730,000.00
SHELTER OPERATIONS AMENDMENT C	\$ 700,000.00
SHELTER OPERATIONS AMENDMENT D	\$ 2,480,000.00
SHELTER OPERATIONS AMENDMENT D SURGE	\$ 195,000.00
<b>TOTAL</b>	<b>\$ 16,245,586.00</b>

**SHELTER OPERATIONS AMENDMENT D SPENDING ALLOWABILITY**

SHELTER OPERATIONS AMENDMENT D	\$620,000.00 per a month (Four-month Max)
SHELTER OPERATIONS AMENDMENT D SURGE	\$195,000.00 (\$65.00 per person/per day-100 additional guest maximum)

Attachment B – Services to be performed, section 1.b.1. Intake and sheltering services shall operate twenty-four hours a day, seven days a week, 365 days a year (24/7/365) for up to **two hundred fifty (250)** adults in accordance with normal shelter operations and any relevant requirements.

**SURGE:** Periodically per SMC 18.05.020 the City of Spokane is required to activate spaces during inclement weather events. To meet this need the provider will upon request of the NHHS Director, CHHS Director or approved delegate will expand “surge” services beyond the prescribed maximum number of beds as defined in this contract. The surge capacity will not exceed 100 additional guests beyond the maximum beds defined. The services provided under this surge capacity will be at a maximum rate of \$ 65 per guest per day of service provided. The maximum amount of surge capacity to be provided shall not exceed \$ 195,000.00 without mutual agreed amendment to this contract.

**4. EXTENSION.** The contract documents are hereby extended and shall run through September 30, 2024.

**5. COMPENSATION.** The City shall pay Grantee a maximum amount not to exceed SIX HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS, (\$620,000.00), **per month**, for

everything furnished and done under this Contract Amendment/Extension.

The City shall pay the Grantee a not to exceed amount of ONE HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS, (\$195,000) for authorized Surge Services under this contract amendment.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement Amendment by having legally binding representatives affix their signatures below.

<p>THE SALVATION ARMY</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

<p>ATTEST:</p> <p>_____</p> <p>City Clerk</p>	<p>APPROVED:</p> <p>_____</p> <p>Assistant City Attorney</p>
---	--

Attachments that are part of this Contract Extension:

ARPA General Terms and Conditions

CMIS requirements

**General Terms & Conditions****1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

**2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you **MUST** submit those portions of your response as a separate part of your response, and you **MUST** label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

**3. OWNERSHIP OF DOCUMENTS**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

**4. ACCEPTANCE PERIOD**

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

**5. COSTS TO PROPOSE**

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.2

**6. INTERLOCAL PURCHASE AGREEMENTS** The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

**7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

**8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

**9. NONDISCRIMINATION**

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

**10. BUSINESS REGISTRATION REQUIREMENT**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The

Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

#### 11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 12. 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, 3 accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

#### 13. DISPUTES

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

#### 14. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### 15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive 4 termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

#### 16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall

provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### SPECIFIC GRANT RELATED LANGUAGE

##### 17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

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.

##### 18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal 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.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.



C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 19. DOMESTIC PREFERENCE

200.322 (a) 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

#### 20. CLEAN AIR ACT

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

#### 21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

#### 22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

#### 23. CONFERENCE ROOMS

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

#### 24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principal ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction. The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm. Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement. This material can be made available in an alternate format by request through Procure Ware question tab or by calling (509) 625-6400.

#### 25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part

26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color, or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## CMIS requirements

### CMIS

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the CMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act “VAWA” or the Victims of Crime Act “VOCA”, the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The CMIS Program Manager is responsible for certifying a database as “comparable”.

The GRANTEE shall enter data into the CITY Community Management Information System for every client served under this Agreement in accordance with current HUD/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5<sup>th</sup> day of each month**. CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care Board.

GRANTEE shall submit a notice in the form of an email communication to City of Spokane CMIS, [CMIS@spokanecity.org](mailto:CMIS@spokanecity.org), on or before the 5<sup>th</sup> of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the CMIS shall be communicated through the CMIS support ticket system.

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty-eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Court Report and for local planning purposes can be found on the CMIS website at [www.spokanecmis.org](http://www.spokanecmis.org).

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the CMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index – Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems within ninety (90) days of providing services under this Agreement. GRANTEES providing permanent supportive housing and transitional will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

CITY CMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to [www.spokanecmis.org](http://www.spokanecmis.org). Communications regarding updates to the website will be distributed via e-mail to current CMIS users or those that opt-in to the CMIS listserv (those wishing to opt-in to the CMIS listserv should submit a request to [CMIS@spokanecity.org](mailto:CMIS@spokanecity.org)).

GRANTEE will submit questions regarding participation in the CMIS, including data collection responsibilities, via the support request tool in the CMIS. Those without access to the CMIS should submit their question(s) to [CMIS@spokanecity.org](mailto:CMIS@spokanecity.org).

**Annual Performance Report**

The GRANTEE shall verify the accuracy and completeness of all data contained within the Annual Performance Report ("APR") within twenty (20) days of the termination of this Agreement. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete as possible by sending notice in the form of an email communication to [CMIS@spokanecity.org](mailto:CMIS@spokanecity.org) including the grant identifier of the project. The GRANTEE shall follow the APR process as outlined in by the CITY.

**Other Reporting Requirements**

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, the System Performance Measures Report, and other reporting obligations as identified by the CITY or the CMIS Committee of the CoC Board.



**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 05/13/2024

**Committee Agenda type:** Consent

**Date Rec'd**

5/14/2024

**Clerk's File #**

OPR 2022-0764

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 06/03/2024

**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

**Project #**

**Contact Name/Phone**

ARIELLE 564-5278

**Bid #**

**Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.

**Requisition #**

CR 26324

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE KKLITZKE JBINGLE

**Agenda Item Name**

1680- TRAC REVIVE COST EXTENSION JUNE-SEPT 2024

**Agenda Wording**

Cost Extension for Revive to coincide with the the TRAC The Salvation Army extension. It will also be a month by month up to four month extension.

**Summary (Background)**

The increase is for \$199,999.96 for four months which is a max of \$49,999.99 per month.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 199,999.96

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

Expense \$ 199,999.96

# 1425-88155-57215-54201-97236

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



# Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

### **Approvals**

<b><u>Dept Head</u></b>	ANDERSON, ARIELLE M.
<b><u>Division Director</u></b>	KINDER, DAWN
<b><u>Accounting Manager</u></b>	MURRAY, MICHELLE
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

### **Additional Approvals**

<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>PURCHASING</u></b>	NECHANICKY, JASON

### **Distribution List**

aschooley@spokanecity.org	arielleanderson@spokanecity.org
dkinder@spokanecity.org	dnorman@spokanecity.org
sbrown@spokanecity.org	kclifton@spokanecity.org
kcederquist@spokanecity.org	



Specify funding source: Funding source will be ARPA funding that has been targeted for the TRAC Shelter and services in 2024.

Expense Occurrence            x One-time     Recurring

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

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

What impacts would the proposal have on historically excluded communities?  
This is a continuation of services that support our most vulnerable populations.

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?  
CMIS is the system of record for local, State, and Federal reporting

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

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
The City has prioritized homeless sheltering services and this will allow for those services to continue uninterrupted during this time.



**City of Spokane**

**CONTRACT AMENDMENT/EXTENSION**

Title: TRAC Shelter Amendment C with  
Revive Counseling Spokane, PLLC

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Revive Counseling Spokane, PLLC**, whose address is 901 N Monroe Street, Suite 200, Spokane, WA 99201 as ("GRANTEE").

*WHEREAS the parties entered into an Agreement wherein the GRANTEE agreed to administer Services for those experiencing homelessness at the Trent Resource and Assistance Center (TRAC); and*

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

*WHEREAS additional work and time to perform has been requested by the City and additional funds are necessary to complete the Project, thus the original Agreement needs to be formally Amended by this written document; and*

*WHEREAS the City wishes to incorporate potential 'surge' services for inclement weather circumstances, per SMC 18.05.020, and*

*WHEREAS the parties desire to increase funding and modify the corresponding Project; and*

*WHEREAS the Grantee agrees to the ARPA Terms and Conditions as attached; and WHEREAS the Grantee agrees to the CMIS Terms and Conditions as attached; and*

*WHEREAS additional funding has been made available under the ARPA Revenue Replacement Dollars award, Ordinance C36176, approved March 7, 2022; and*

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

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated October 21, 2022, any previous amendments, addendums and/ or extensions/ renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on JUNE 1, 2024, and shall run through SEPTEMBER 30, 2024.

**3. AMENDMENT.**

SECTION NO. 3 - BUDGET. The total amount City shall pay GRANTEE is increased by **ONE HUNDRED AND NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND 96/100 (\$199,999.96)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **ONE MILLION NINE HUNDRED TWENTY THOUSAND TWO HUNDRED TEN AND 95/100 DOLLARS (\$1,920,210.95)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in ATTACHMENT D {page 27} of the original Agreement



Category	Amount
Operating	\$1,426,555.00
Administrative	\$ 143,656.00
AMENDMENT A (JAN-APRIL 2024 extension)	\$ 100,000.00
AMENDMENT B (May 2024 extension)	\$ 49,999.99
AMENDMENT C	\$ 199,999.96
TOTAL	\$1,920,210.95

**SHELTER OPERATIONS AMENDMENT A SPENDING ALLOWABILITY PER MONTH**

June 2024	\$ 49,999.99
July 2024	\$ 49,999.99
August 2024	\$ 49,999.99
September 2024	\$ 49,999.99
Total	\$ 199,999.96

**4. EXTENSION.**

The contract documents are hereby extended and shall run through September 30, 2024.

**5. COMPENSATION.**

The City shall pay Grantee a maximum amount not to exceed ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY- NINE AND 96/100 DOLLARS, (\$199,999.96), for everything furnished and done under this Contract Amendment/Extension.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement Amendment by having legally binding representatives affix their signatures below. As of June 1, 2024. The total available contract amount will be \$199,999.96 and its monthly spending will be set at \$49,999.99 per a month for each month in 2024 per the chart above.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement Amendment by having legally binding representatives affix their signatures below.

**GRANTEE**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Approved as to form:

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

\_\_\_\_\_

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

- Attachment 1 - Debarment Certification
- Attachment 2 – ARPA General Terms and
- Attachment 3 - CMIS requirements

**ATTACHMENT 1**

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

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

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

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

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

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

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

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

## **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](mailto: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](mailto: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](mailto: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 checkbox indicating you wish to withdraw your consent, or you may.
- ii. send us an e-mail to [klund@spokanecity.org](mailto: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.

## **General Terms & Conditions**

### **1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

### **2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you **MUST** submit those portions of your response as a separate part of your response, and you **MUST** label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.

### **3. OWNERSHIP OF DOCUMENTS**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm’s subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute “work made for hire” as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not “work made for hire” within the terms of this Agreement.

### **4. ACCEPTANCE PERIOD**

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

### **5. COSTS TO PROPOSE**

The City will not be liable for any costs incurred by the Proposer in preparation of a

Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.2

6. INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

#### 7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

#### 8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

#### 9. NONDISCRIMINATION

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

#### 10. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The

Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

#### 11. PAYMENT



Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 12. 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, 3 accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

#### 13. DISPUTES

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

#### 14. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### **15. LIABILITY**

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive 4 termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

#### **16. INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the

Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### SPECIFIC GRANT RELATED LANGUAGE

##### 17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- 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.

##### 18. CERTIFICATION REGARDING LOBBYING

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

is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal 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.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 19. DOMESTIC PREFERENCE

200.322 (a) 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

#### 20. CLEAN AIR ACT

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

Regional Office of the Environmental Protection Agency (EPA).

#### 21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

#### 22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

#### 23. CONFERENCE ROOMS

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

#### 24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principal ways: 1) with respect to employment. 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction. The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm. Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement. This material can be made available in an alternate format by request through Procure Ware question tab or by calling (509) 625-6400.

#### 25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged

business enterprises as defined at 49 CFR Part

26. will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color, or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## CMIS requirements

### CMIS

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the CMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act “VAWA” or the Victims of Crime Act “VOCA”, the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfil contractual performance measures and validation of overall data quality within the comparable database. The CMIS Program Manager is responsible for certifying a database as “comparable”.

The GRANTEE shall enter data into the CITY Community Management Information System for every client served under this Agreement in accordance with current HUD/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5<sup>th</sup> day of each month**. CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care Board.

GRANTEE shall submit a notice in the form of an email communication to City of Spokane CMIS, [CMIS@spokanecity.org](mailto:CMIS@spokanecity.org), on or before the 5<sup>th</sup> of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the CMIS shall be communicated through the CMIS support ticket system.

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty-eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Court Report and for local planning purposes can be found on the CMIS website at [www.spokanecmis.org](http://www.spokanecmis.org).

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the CMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index – Service Prioritization Decision Assistant Tool (VI-SPDAT) as well as any other approved Service Prioritization Decision Assistant Tool prior to using these systems within ninety (90) days of providing services under this Agreement. GRANTEES providing permanent supportive housing and transitional will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

CITY CMIS staff will post the most current versions of all applicable documents, reports, and

operational guidelines to [www.spokanecmis.org](http://www.spokanecmis.org) . Communications regarding updates to the website will be distributed via e-mail to current CMIS users or those that opt-in to the CMIS listserv (those wishing to opt-in to the CMIS listserv should submit a request to [CMIS@spokanecity.org](mailto:CMIS@spokanecity.org) ).

GRANTEE will submit questions regarding participation in the CMIS, including data collection responsibilities, via the support request tool in the CMIS. Those without access to the CMIS should submit their question(s) to [CMIS@spokanecity.org](mailto:CMIS@spokanecity.org)

#### Annual Performance Report

The GRANTEE shall verify the accuracy and completeness of all data contained within the Annual Performance Report (“APR”) within twenty (20) days of the termination of this Agreement. The GRANTEE shall communicate acknowledgement to the CITY that data is as accurate and complete as possible by sending notice in the form of an email communication to [CMIS@spokanecity.org](mailto:CMIS@spokanecity.org) including the grant identifier of the project. The GRANTEE shall follow the APR process as outlined in by the CITY.

#### Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, the System Performance Measures Report, and other reporting obligations as identified by the CITY or the CMIS Committee of the CoC Board





**Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 05/13/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

5/14/2024

**Clerk's File #**

OPR 2024-0439

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 06/03/2024

**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

**Project #**

**Contact Name/Phone**

ARIELLE 509-564-5278

**Bid #**

**Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.

**Requisition #**

**Agenda Item Type**

Report Item

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

1680- HOMELESS, HOUSING, OPERATIONS, AND SERVICES (HHOS) FUNDING

**Agenda Wording**

CHHS receives funds from WA State Dept of Commerce CHG/HEN, ESG, HSG, and HAA which are combined into a single grant opportunity to fund projects that advance the 2020-2025 Spokane City/County Strategic Plan to Prevent and End Homelessness.

**Summary (Background)**

CHHS released the 2023 NOFA on 9/8/23 and issued a RFP for an estimated \$7.6 million annually in federal, state, and local funds for the July 1, 2024-June 30, 2027 which aligns with the Commerce funding cycle. The RFP closed 10/13/23 with 36 applications received and \$18.9 million requested. The RFP Committee and CHHS Board reviewed applications to make recommendations.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 7,649,705

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

Proposed subrecipient contracts include projects earmarked as: 1. HUD Emergency Solutions Grant (ESG) 1:1 local funds match requirement 2. Department of Commerce allocations to Permanent Supportive Housing and Housing and Essential Needs program

**Amount**

**Budget Account**

Expense \$ 990,000 # 1540-95570-65410-54201-99999

Expense \$ 278,615 # 1540-95573-65410-54201-99999

Expense \$ 3,740,000 # 1540-95572-65410-54201-99999

Expense \$ 895,063 # 1540-95571-65410-54210-99999

\$ #

\$ #



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	KINDER, DAWN
<b><u>Division Director</u></b>	KINDER, DAWN
<b><u>Accounting Manager</u></b>	MURRAY, MICHELLE
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

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

**Distribution List**

kcederquist@spokanecity.org	arielleanderson@spokanecity.org
aschooley@spokanecity.org	kclifton@spokanecity.org
dkinder@spokanecity.org	sbrown@spokanecity.org
aduffey@spokanecity.org	dnorman@spokanecity.org
mmurray@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Community, Housing, and Human Services
<b>Contact Name</b>	Arielle Anderson, CHHS director
<b>Contact Email &amp; Phone</b>	<a href="mailto:arielleanderson@spokanecity.org">arielleanderson@spokanecity.org</a>   509.564.5278
<b>Council Sponsor(s)</b>	Zappone, Klintze, Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 15 min
<b>Agenda Item Name</b>	Homeless, Housing, Operations, and Services (HHOS) Funding Allocation FY2024-2027
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane Community, Housing, and Human Services (CHHS) Department receives funds from the Washington State Department of Commerce Consolidated Homeless Grant/Housing and Essential Needs (CHG/HEN), HUD Emergency Shelter Grant (ESG), local Human Services (HSG) and local Homeless Housing Assistance Act (HHAA) which are combined into a single grant opportunity to fund projects that advance the 2020-2025 Spokane City/County Strategic Plan to Prevent and End Homelessness.</p> <p>CHHS released the 2023 Notice of Funding Availability (NOFA) on September 8, 2023, and issued a Request for Proposals (RFP) to the public seeking projects that support the Strategic Plan, as well as align with data-driven funding priorities informed by the 2023 CHHS community needs survey. An estimated \$7.6 million annually in federal, state, and local funds is allocated with a proposed contract term of 3 years (July 1, 2024-June 30, 2027), which aligns with the Commerce funding cycle.</p> <p>The RFP closed Oct. 13, 2023. Thirty-six applications were received and a total of \$18.9 million was requested. Members and additional participants of the Evaluation and RFP Committee of the CHHS Board were assigned applications grouped by funding source and reviewed the application packets, including staff reviews, and scored each project over the course of 4 weeks.</p> <p>The CHHS Board reviewed and accepted the RFP Committee’s recommendations on December 6, 2023. However after the initial RFP funding recommendations were shared in December, providers and advocates raised concerns about unintended and unrecognized impacts on the region’s homeless services network. Furthermore, the initial funding amounts available to subrecipients was based on estimates and were not updated during the process. Under the direction of CHHS department leadership and board, the RFP committee agreed to reconsider the recommendations.</p> <p>A Supplemental Application form was developed to provide information needed to assess impacts on various segments of the homeless services system, so that no sector would unintentionally bear the brunt of funding limitations. The opportunity to submit a Supplemental Application was limited to applicants included in the initial review; new applications were not accepted.</p> <p>The CHHS board votes on revised recommendations May 1, 2024. Significant effort is made to ensure HHOS subrecipient contracts can commence July 1, 2024.</p>

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**Proposed Council Action**

CHHS is seeking Council’s approval of the CHHS Board Allocation Recommendation, and approval to allow CHHS to enter into contract agreements with the subrecipients.

**Fiscal Impact**

Total Cost: \$7,649,705

Approved in current year budget?       Yes    No    N/A

Funding Source                       One-time       Recurring

Specify funding source: WA Department of Commerce, US Department of Housing and Urban Development, City of Spokane General Fund, Spokane County Recording Fees

Expense Occurrence       One-time       Recurring

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

Proposed subrecipient contracts include projects earmarked as:

1. HUD Emergency Solutions Grant (ESG) 1:1 local funds match requirement
2. Department of Commerce allocations to Permanent Supportive Housing and Housing and Essential Needs program

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

**What impacts would the proposal have on historically excluded communities?**

CHHS continually looks for strategies to increase services to historically excluded and underrepresented communities, which are present in Spokane’s homeless and at-risk of homelessness population at a higher rate than in Spokane’s non-homeless population. The subrecipients recommended for HHOS awards continually review their policies and practices to decrease equity disparity in homeless populations. Subrecipients include “by-and-for” organizations, which are directed and substantially controlled by individuals from the population they serve.

**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 is collected through the City’s Community Management Information System (CMIS) technology and reviewed in accordance with city and state analysis and reporting requirements regarding racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities.

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

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures outlined in each contractual agreement. In addition data is collected through CMIS and reviewed in accordance with city, state, and federal performance metrics.

**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?**

Services funded through the HHOS awards align with the Five-Year Strategic Plan to End Homelessness

Funding Source	Agency	Project Name	Project Type (non-HEN)	Funding Recommendation	Funding Recommendation - adjusted to balance funding pools	Total by funding source	Source
ESG	Frontier Behavioral Health	Street Outreach	Street Outreach	\$ 50,000.00	\$ 50,000.00	\$ 250,335.00	ESG
	Nuestras Raices	Homeless Prevention/Latine	Homelessness Prevention	\$ 100,000.00	\$ 104,335.00		
	SNAP	Street Outreach	Street Outreach	\$ 96,000.00	\$ 96,000.00		
CHG	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Transitional Housing	\$ 43,000.00	\$ 43,000.00	\$ 566,695.00	CHG
	Salvation Army	Street Level Outreach	Street Outreach	\$ 120,000.00	\$ 120,000.00		
	YWCA Spokane	Domestic Violence (DV) Safe Shelter and Women in the Workforce	Emergency Shelter, entry/exit	\$ 403,695.00	\$ 403,695.00		
CHG - PSH allocation (must be ≥ \$180,000)	Catholic Charities Eastern Washington	ICM/Permanent Supportive Housing	Permanent Supportive Housing	\$ 346,000.00	\$ 347,020.00		earmarked for CHG - PSH allocation (must be ≥ \$180,000)
HHAA	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Coordinated Entry	\$ 65,000.00	\$ 65,000.00	\$ 990,000.00	HHAA
	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Diversion	\$ 162,000.00	\$ 159,000.00		
	Family Promise	Children and Family Supportive Services	Supportive Services Only	\$ 50,000.00	\$ 51,000.00		
	SNAP	Singles Homeless Coordinated Assessment	Coordinated Entry	\$ 45,000.00	\$ 45,000.00		
	SNAP	Homeless Diversion	Diversion	\$ 68,000.00	\$ 68,000.00		
	Transitions	Home Yard Cottages PSH	Permanent Supportive Housing	\$ 40,000.00	\$ 40,000.00		
	Transitions	Women's Hearth	Supportive Services Only	\$ 100,000.00	\$ 100,000.00		
	Transitions	Miryam's House	Transitional Housing	\$ 50,000.00	\$ 50,000.00		
	Volunteers of America	PSH	Permanent Supportive Housing	\$ 275,000.00	\$ 272,000.00		
	Volunteers of America	Hope House Emergency Shelter	Emergency Shelter, nightly	\$ 100,000.00	\$ 100,000.00		
	Volunteers of America	Crosswalk Youth Shelter	Emergency Shelter	\$ 40,000.00	\$ 40,000.00		
HSG	Catholic Charities Eastern Washington	House of Charity Emergency Shelter	Emergency Shelter, nightly	\$ 445,000.00	\$ 445,000.00	\$ 1,795,000.00	HSG
	Catholic Charities Eastern Washington	St. Margaret's Shelter HFCA, RRH, Diversion, TH	Rapid Rehousing	\$ 200,000.00	\$ 200,000.00		
	Family Promise	Children and Families Emergency Shelter	Emergency Shelter, continual	\$ 780,000.00	\$ 780,000.00		
	SNAP	SNAP Rapid Rehousing for Singles Rehousing	Rapid Rehousing	\$ 200,000.00	\$ 200,000.00		
	Transitions	Transitional Living Center	Transitional Housing	\$ 70,000.00	\$ 70,000.00		
	Volunteers of America	Alexandria's House	Transitional Housing	\$ 100,000.00	\$ 100,000.00		
							earmarked for ESG 1:1 local funding match
							earmarked for ESG 1:1 local funding match



**Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 04/22/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

4/2/2024

**Clerk's File #**

ORD C36520

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 05/13/2024

**Submitting Dept**

ACCOUNTING & GRANTS

**Project #**

**Contact Name/Phone**

MATT BOSTON 625-6820

**Bid #**

**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

BWILKERSON ZZAPPONE

**Agenda Item Name**

5600 - SBO ARPA ALLOCATION

**Agenda Wording**

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane govern

**Summary (Background)**

This SBO would reallocate funding from various projects identified in a ARPA funding claw back exercise and toward the following projects in the below amounts: \$2,650,000 is provided solely to support a new housing model. \$1,800,000 is provided solely to ensure adequate addiction treatment facilities. \$ 484,809.36 is provided solely to for the purpose of Childcare Center Capital Projects.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 4.93 million

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

**Narrative**

ARPA encumbrances must be set by the end of 2024.

**Amount**

**Budget Account**

Neutral \$ 4.93 M

# 1425-various

Neutral \$

#

Neutral \$

#

Select \$

#

\$

#

\$

#





## Council Briefing Paper

### Finance & Administration Committee

<b>Committee Date</b>	4/22/24
<b>Submitting Department</b>	Finance
<b>Contact Name</b>	CP Wilkerson
<b>Contact Email &amp; Phone</b>	<a href="mailto:bwilkerson@spokanecity.org">bwilkerson@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 10min
<b>Agenda Item Name</b>	Special Budget Ordinance – ARPA Reallocation
<b>Grant Item</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p><b>Summary</b></p> <p><b>What is the specific purpose or need for the budget adjustment?</b></p> <p><b>What changes or developments have triggered this request?</b></p>	<p>This SBO would reallocate funding from various projects identified in a ARPA funding claw back exercise and toward the following projects in the below amounts:</p> <p>\$2,650,000 is provided solely to support a new housing model.          \$1,800,000 is provided solely to ensure adequate addiction treatment facilities.</p> <p>\$ 484,809.36 is provided solely to for the purpose of Childcare Center Capital Projects.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/> N/A</p> <p>Total Cost: <u>Reallocation of \$TBD</u></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Funding Source</b>            <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? ARPA encumbrances must be set by the end of 2024.</p> <p><b>Expense Occurrence</b>    <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.) ARPA encumbrances must be set by the end of 2024 to be spent by end of 2026.</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What are the net impacts this adjustment will have on the specifically affected line items? Increased investment in health, human services, and accessibility to create an overall vibrant, clean and safe community.</li> <li>• What operational changes will occur because of this adjustment? This list is more manageable for staff and has a greater likelihood to be encumbered by end of year.</li> </ul>	

- What are the potential risks or consequences of not approving the budget adjustment?  
If not encumbered by end of year, the potential risk is ARPA funds needing to be returned to Treasury.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This proposal aligns with the City to deliver efficient services and facilitate economic opportunity and enhance the quality of life for its residents.

**What current racial and other inequities might this special budget ordinance address?**

These initiatives assist the unhoused, addicted, indigent and those struggling to provide the broadband utility to their households.

ORDINANCE NO C36520

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the American Rescue Plan Fund which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Reallocate part of the appropriation of \$60,000 that was previously allocated for the purpose of ADU Permits.
- 2) Reallocate part of the appropriation of \$50,000 that was previously allocated for the purpose of Chief Recruitment.
- 3) Reallocate the appropriation of \$1,181,190.49 that was previously allocated for the purpose of Projects of City Wide Significance.
- 4) Reallocate the appropriation of \$74,811.42 that was previously allocated for the purpose of EV Stations.
- 5) Reallocate the appropriation of \$1,793,921.82 that was previously allocated for the purpose of the Municipal Court Justice Building.
- 6) Reallocate the appropriation of \$1,300,000 that was previously allocated for the purpose of Youth Behavioral Health.
- 7) Decrease appropriation by \$474,885.63.
  - A) Of the decreased appropriation, \$474,885.63 is removed solely from other miscellaneous charges.
- 8) Of the reallocated appropriation, \$2,650,000 is provided solely to support a new housing model.
- 9) Of the reallocated appropriation, \$1,800,000 is provided solely to ensure adequate addiction treatment facilities.
- 10) Of the reallocated appropriation \$ 484,809.36 is provided solely to for the purpose of Childcare Center Capital Projects.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to re-allocate ARPA funding for other purposes, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

Strike Section 1 of the ordinance and insert the following:

Section 1. That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Reallocate part of the appropriation of \$60,000 that was previously allocated for the purpose of ADU Permits
- 2) Reallocate part of the appropriation of \$50,000 that was previously allocated for the purpose of Chief Recruitment
- 3) Reallocate the appropriation of \$1,190,914.61 that was previously allocated for the purpose of Projects of City Wide Significance
- 4) Reallocate the appropriation of \$74,811.42 that was previously allocated for the purpose of EV Stations.
- 5) Reallocate the appropriation of \$1,793,921.82 that was previously allocated for the purpose of the Municipal Court Justice Building.
- 6) Reallocate the appropriation of \$1,300,000 that was previously allocated for the purpose of Youth Behavioral Health.
  
- 7) Decrease appropriation by \$474,885.63.
  - A) Of the decreased appropriation, \$474,885.63 is removed solely from other miscellaneous charges.
  
- 8) Of the reallocated appropriation, \$2,524,233.26 is provided solely to support a new housing model.
- 9) Of the reallocated appropriation, \$1,674,233.26 is provided solely to ensure adequate addiction treatment facilities.
- 10) Of the reallocated appropriation \$201,533.48 is provided solely for the purpose of childcare services.
- 11) Of the reallocated appropriation \$544,533.48 is provided solely for the purpose of municipal criminal justice services.

Strike Section 1 of the ordinance and insert the following:

**Section 1.** That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Reallocate part of the appropriation of \$60,000 that was previously allocated for the purpose of ADU Permits
- 2) Reallocate part of the appropriation of \$50,000 that was previously allocated for the purpose of Chief Recruitment
- 3) Reallocate the appropriation of \$1,190,914.61 that was previously allocated for the purpose of Projects of City Wide Significance
- 4) Reallocate the appropriation of \$74,811.42 that was previously allocated for the purpose of EV Stations.
- 5) Reallocate the appropriation of \$1,793,921.82 that was previously allocated for the purpose of the Municipal Court Justice Building.
- 6) Reallocate the appropriation of \$1,300,000 that was previously allocated for the purpose of Youth Behavioral Health.
- 7) Decrease appropriation by \$474,885.63.
  - A) Of the decreased appropriation, \$474,885.63 is removed solely from other miscellaneous charges.
- 8) Of the reallocated appropriation, \$650,000 is provided solely to support a new housing model.
- 9) Of the reallocated appropriation, \$500,000 is provided solely to ensure adequate addiction treatment facilities.
- 10) Of the reallocated appropriation \$507,000 is provided solely to for the purpose of childcare services.
- 11) Of the reallocated appropriation \$544,533.48 is provided solely to for the purpose of community justice services.
- 12) Of the reallocated appropriation \$250,000 is provided solely to for the purpose of neighborhood lighting projects.
- 13) Of the reallocated appropriation \$200,000 is provided solely to for the purpose of youth sports.
- 14) Of the reallocated appropriation \$1,000,000 is provided solely to for the purpose of clean and safe programs.
- 15) Of the reallocated appropriation \$150,000 is provided solely to for the purpose of the Cannon Hill Pond project.
- 16) Of the reallocated appropriation \$250,000 is provided solely to for the purpose of the Beacon Hill / Shields Park project.
- 17) Of the reallocated appropriation \$793,000 is provided solely to for the purpose of sidewalk projects.
- 18) Of the reallocated appropriation \$100,000 is provided solely to for the purpose of planning for public restrooms.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/06/2024**Committee Agenda type:** Discussion**Date Rec'd**

5/7/2024

**Clerk's File #**

ORD C36524

**Renews #****Cross Ref #****Council Meeting Date:** 06/03/2024**Submitting Dept**

MUNICIPAL COURT

**Project #****Contact Name/Phone**

SARAH 509-309-6948

**Bid #****Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

PDILLON MCATHCART LNAVARRETE

**Agenda Item Name**

0560 SBO-TRAFFIC SAFETY COMMISSION AWARD

**Agenda Wording**

Spokane Municipal Court received three award letters from the Washington Traffic Safety Commission to support members of the DUI Court team to attend and present at the International Association of Chief of Police (IACP) conference.

**Summary (Background)**

Spokane Municipal Court received an award from the Washington Traffic Safety Commission to support the travel, lodging, and registration fees for a team to attend the IACP 2024 Impaired Driving and Traffic Safety Conference August 16-18, 2024, in Washington D.C. All travel expenses are eligible for reimbursement through the Washington Impaired Driving Advisory Council Funds. The anticipated expenses are \$2,027 per person: • Airfare: \$700 • Lodging: \$850 • Registration: \$210 • Per Diem: \$267

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 6,081

Current Year Cost \$ 6,081

Subsequent Year(s) Cost \$ 0

**Narrative**

No match is required. This is a reimbursement award from the Washington Traffic Safety Commission.

**Amount****Budget Account**

Revenue \$ 6,081

# 1360-91224-12510-33412-99999

Expense \$ 6,081

# 1360-91224-12510-544\*\*-99999

Select \$ #

Select \$ #

\$ #

\$ #



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

DELANEY, HOWARD

**Division Director**

LOGAN, MARY

**Accounting Manager**

BUSTOS, KIM

**Legal**

SCHOEDEL, ELIZABETH

**For the Mayor**

PICCOLO, MIKE

**Additional Approvals**

**MANAGEMENT &**

STRATTON, JESSICA

**ACCOUNTING -**

MURRAY, MICHELLE

**Distribution List**

hdelaney@spokanecity.org

sthompson@spokanecity.org

ddaniels@spokanecity.org

kbustos@spokanecity.org



## Council Briefing Paper

### Public Safety & Community Health Committee

<b>Committee Date</b>	May 6, 2024
<b>Submitting Department</b>	Municipal Court
<b>Contact Name</b>	Sarah Thompson
<b>Contact Email &amp; Phone</b>	<a href="mailto:sthompson@spokanecity.org">sthompson@spokanecity.org</a> 509-309-6948
<b>Council Sponsor(s)</b>	Dillon, Cathcart, Navarrete
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 5min
<b>Agenda Item Name</b>	Special Budget Ordinance – Traffic Safety Commission Award
<b>Grant Item</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<b>Summary</b>  <b>What is the specific purpose or need for the budget adjustment?</b>  <b>What changes or developments have triggered this request?</b>	<p>Spokane Municipal Court received an award from the Washington Traffic Safety Commission to support the travel, lodging, and registration fees for a team to attend the IACP 2024 Impaired Driving and Traffic Safety Conference August 16-18, 2024, in Washington D.C. All travel expenses are eligible for reimbursement through the Washington Impaired Driving Advisory Council Funds.</p> <p>The anticipated expenses are \$2,027 per person:</p> <ul style="list-style-type: none"> <li>• Airfare: \$700</li> <li>• Lodging: \$850</li> <li>• Registration: \$210</li> <li>• Per Diem: \$267</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$6,081</u> Current year cost: \$6,081 Subsequent year(s) cost: N/A  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? One-time award  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b> <ul style="list-style-type: none"> <li>• What are the net impacts this adjustment will have on the specifically affected line items? N/A, this award is to allow a team to attend a conference.</li> <li>• What operational changes will occur because of this adjustment? N/A, this award is to allow a team to attend a conference; no operational changes are anticipated.</li> </ul>	

- What are the potential risks or consequences of not approving the budget adjustment? The team would not be allowed to attend training.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A, this is a one-time award to support training.

**What current racial and other inequities might this special budget ordinance address?** This award is to support the expenses related to training.

ORDINANCE NO C36524

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$6,081.
  - A) Of the increased revenue, \$6,081 is provided solely for grant revenue from WA Traffic Safety Commission for the Municipal Court department.
- 2) Increase appropriation by \$6,081.
  - A) Of the increased appropriation, \$2,100 is provided solely for airfare.
  - B) Of the increased appropriation, \$2,550 is provided solely for lodging.
  - C) Of the increased appropriation, \$630 is provided solely for registration.
  - D) Of the increased appropriation, \$801 is provided solely for per diem.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the award of WA Traffic Safety Commissions reimbursable travel expenses grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

---

Effective Date



STATE OF WASHINGTON

## WASHINGTON TRAFFIC SAFETY COMMISSION

621 8<sup>th</sup> Avenue SE, Suite 409, PO Box 40944, Olympia, Washington 98504-0944 (360) 725-9860

April 17, 2024

Joni Morse  
Spokane Municipal Court  
1100 W Mallon  
Spokane, WA 99260  
[jmorse@spokanecity.org](mailto:jmorse@spokanecity.org)

RE: Travel expenses for your attendance at the IACP 2024 Impaired Driving and Traffic Safety Conference.

Dear Prosecutor Joni Morse,

Thank you for your commitment to traffic safety. The WA Traffic Safety Commission will reimburse your travel expenses to attend the IACP 2024 Impaired Driving and Traffic Safety Conference August 16-18, 2024, in Washington D.C. All travel expenses are eligible for reimbursement if you are traveling over 50 miles to this event. Expenses will be paid using Washington Impaired Driving Advisory Council (WIDAC) Funds.

Your travel will be reimbursed by WTSC on a reimbursement basis, meaning that WTSC will provide reimbursement after the expenses have been incurred. These expenses may include mileage expenses (unless using an agency-owned vehicle), tolls and ferry expenses if applicable, parking expenses, lodging and meal expenses. In most cases, expenses will be reimbursed at rates approved by the Office of Financial Management at:  
<https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-rate-tables>.

By December 31, you will need to submit the following documents to WTSC:

- A completed WTSC Travel Expense Voucher (this will be provided prior to the training event)
  - Note – if you do not have a statewide vendor number, input “No SWV#” in that field
- Copies of receipts for all travel expenses other than meals (ex. lodging, tolls, flights, taxi, parking, etc.). Note that we do ***not*** need receipts for meals.

Reimbursement rates:

- Conference Registration: \$210
- Mileage (if using private vehicle): \$0.67 per mile
- Meals - We will only reimburse per diem meals ***not*** provided by the conference.

- You must be in travel status during the entire period to claim it for reimbursement:
  - Breakfast: must be in travel status between 6:30 AM – 8:00 AM
  - Lunch: must be in travel status between 11:30 AM – 1:00 PM
  - Dinner: must be in travel status between 5:30 PM – 7:00 PM
- Meal per diem amounts:
  - Breakfast: \$18
  - Lunch: \$20
  - Dinner: \$36
- Lodging: Book your hotel room and save the receipt to submit with your invoice for travel reimbursement. The conference-approved rate for Washington D.C is \$258 per night plus tax. WTSC will reimburse you up to this amount.
- Wages: Reimbursement for attendees' wages will not be reimbursed as part of this grant.

Other – contact me with questions regarding other expenses that you expect to incur. My contact information is Anthony Bledsoe, [abledsoe@wtsc.wa.gov](mailto:abledsoe@wtsc.wa.gov), 360-725-9867.

Send all invoices to Megan Moore at [mmoore@wtsc.wa.gov](mailto:mmoore@wtsc.wa.gov).

Anthony Bledsoe  
Program Manager  
Washington Traffic Safety Commission



STATE OF WASHINGTON

## WASHINGTON TRAFFIC SAFETY COMMISSION

621 8<sup>th</sup> Avenue SE, Suite 409, PO Box 40944, Olympia, Washington 98504-0944 (360) 725-9860

April 17, 2024

Judge Kristin O'Sullivan  
Spokane Municipal Court  
1100 W Mallon  
Spokane, WA 99260  
[kosullivan@spokanecity.org](mailto:kosullivan@spokanecity.org)

RE: Travel expenses for your attendance at the IACP 2024 Impaired Driving and Traffic Safety Conference.

Dear Judge O'Sullivan

Thank you for your commitment to traffic safety. The WA Traffic Safety Commission will reimburse your travel expenses to attend the IACP 2024 Impaired Driving and Traffic Safety Conference August 16-18, 2024, in Washington D.C. All travel expenses are eligible for reimbursement if you are traveling over 50 miles to this event. Expenses will be paid using Washington Impaired Driving Advisory Council (WIDAC) Funds.

Your travel will be reimbursed by WTSC on a reimbursement basis, meaning that WTSC will provide reimbursement after the expenses have been incurred. These expenses may include mileage expenses (unless using an agency-owned vehicle), tolls and ferry expenses if applicable, parking expenses, lodging and meal expenses. In most cases, expenses will be reimbursed at rates approved by the Office of Financial Management at:  
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- Copies of receipts for all travel expenses other than meals (ex. lodging, tolls, flights, taxi, parking, etc.). Note that we do ***not*** need receipts for meals.

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- Wages: Reimbursement for attendees' wages will not be reimbursed as part of this grant.

Other – contact me with questions regarding other expenses that you expect to incur. My contact information is Anthony Bledsoe, [abedsoe@wtsc.wa.gov](mailto:abedsoe@wtsc.wa.gov), 360-725-9867.

Send all invoices to Megan Moore at [mmoore@wtsc.wa.gov](mailto:mmoore@wtsc.wa.gov).

Anthony Bledsoe  
Program Manager  
Washington Traffic Safety Commission





STATE OF WASHINGTON

## WASHINGTON TRAFFIC SAFETY COMMISSION

621 8<sup>th</sup> Avenue SE, Suite 409, PO Box 40944, Olympia, Washington 98504-0944 (360) 725-9860

April 17, 2024

Mike Thomas  
Spokane Municipal Court  
1100 W Mallon  
Spokane, WA 99260  
[mthomas@spokanepolice.org](mailto:mthomas@spokanepolice.org)

RE: Travel expenses for your attendance at the IACP 2024 Impaired Driving and Traffic Safety Conference.

Dear Officer Mike Thomas,

Thank you for your commitment to traffic safety. The WA Traffic Safety Commission will reimburse your travel expenses to attend the IACP 2024 Impaired Driving and Traffic Safety Conference August 16-18, 2024, in Washington D.C. All travel expenses are eligible for reimbursement if you are traveling over 50 miles to this event. Expenses will be paid using Washington Impaired Driving Advisory Council (WIDAC) Funds.

Your travel will be reimbursed by WTSC on a reimbursement basis, meaning that WTSC will provide reimbursement after the expenses have been incurred. These expenses may include mileage expenses (unless using an agency-owned vehicle), tolls and ferry expenses if applicable, parking expenses, lodging and meal expenses. In most cases, expenses will be reimbursed at rates approved by the Office of Financial Management at:  
<https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-rate-tables>.

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- Meals - We will only reimburse per diem meals ***not*** provided by the conference.

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  - Dinner: must be in travel status between 5:30 PM – 7:00 PM
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- Lodging: Book your hotel room and save the receipt to submit with your invoice for travel reimbursement. The conference-approved rate for Washington D.C is \$258 per night plus tax. WTSC will reimburse you up to this amount.
- Wages: Reimbursement for attendees' wages will not be reimbursed as part of this grant.

Other – contact me with questions regarding other expenses that you expect to incur. My contact information is Anthony Bledsoe, [abledsoe@wtsc.wa.gov](mailto:abledsoe@wtsc.wa.gov), 360-725-9867.

Send all invoices to Megan Moore at [mmoore@wtsc.wa.gov](mailto:mmoore@wtsc.wa.gov).

Anthony Bledsoe  
Program Manager  
Washington Traffic Safety Commission



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 05/20/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

5/20/2024

**Clerk's File #**

ORD C36525

**Renews #**

**Cross Ref #**

ORD C36467

**Council Meeting Date:** 06/03/2024

**Submitting Dept**

PUBLIC WORKS

**Project #**

**Contact Name/Phone**

MARLENE FEIST 625-6505

**Bid #**

**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

5200 - SPECIAL BUDGET ORDINANCE - PUBLIC WORKS DIRECTOR EXECUTIVE

**Agenda Wording**

Special Budget Ordinance to fund an executive assistant position to support the Public Works Director and Public Works Director of Strategic Development & Initiatives.

**Summary (Background)**

Efficient management of the division demands this level of executive support, as is available in the other divisions within the City. As the largest operating division in the City, the Public Works Division includes 760 employees and an annual operating and capital budget of between \$300 million and \$400 million annually. The Division includes the Water, Wastewater, and Solid Waste utilities, the Street Department, Engineering Services, Integrated Capital Management, and Utility Billing.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 92,061.00

Current Year Cost \$ 46,031.00

Subsequent Year(s) Cost \$ prevailing wage

**Narrative**

One Executive Assistant position.

**Amount**

**Budget Account**

Expense \$ 33,531 # 5200-30210-38141-51001-99999

Expense \$ 12,500 # 5200-30210-38141-52110-99999

Select \$ #

Select \$ #

\$ #

\$ #



## Council Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	May 20, 2024
<b>Submitting Department</b>	Public Works & Utilities
<b>Contact Name</b>	Marlene Feist, Public Works Director
<b>Contact Email &amp; Phone</b>	<a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a> (509) 625-6505
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 5min
<b>Agenda Item Name</b>	Special Budget Ordinance - Public Works Director Exec Assistant
<b>Grant Item</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p><b>Summary</b></p> <p><b>What is the specific purpose or need for the budget adjustment?</b></p> <p><b>What changes or developments have triggered this request?</b></p>	<p>This SBO would fund an executive assistant position for the City's Public Works Director and would also support the Public Works Director of Strategic Development &amp; Initiatives.</p> <p>As the largest operating division in the City, the Public Works Division includes 760 employees and an annual operating and capital budget of between \$300 million and \$400 million annually. The Division includes the Water, Wastewater, and Solid Waste utilities, the Street Department, Engineering Services, Integrated Capital Management, and Utility Billing.</p> <p>Efficient management of the division demands this level of executive support, as is available in the other divisions within the City.</p> <p>About 5 years ago, the executive assistant position for this division was moved and then ultimately eliminated. With the pandemic, the position was not reinstated timely.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$92,061</u></p> <p style="padding-left: 20px;">Current year cost: \$46,031</p> <p style="padding-left: 20px;">Subsequent year(s) cost: prevailing wage</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Public Works and Utilities is an Internal Services fund that allocates their cost of services to the Public Works funds.</p> <p><b>Expense Occurrence</b>    <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>	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	

- What are the net impacts this adjustment will have on the specifically affected line items?  
Adding an additional FTE to the Public Works and Utilities department will increase administrative service costs to the Public Works funds.
- What operational changes will occur because of this adjustment?  
Both the Director of Public Works and the Director of Strategic Initiatives & Development will have executive support for liaising with the general public, outside groups & agencies, policy interpretation, coordination of schedules, dissemination of information and other duties.
- What are the potential risks or consequences of not approving the budget adjustment?  
The Directors will continue to handle all administrative tasks themselves.
- 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?  
An executive assistant would indirectly help with the administrative task of creating and executing the Capital Improvement Program for Public Works.

**What current racial and other inequities might this special budget ordinance address?**

N/A – this addition to admin staff doesn't directly address inequities.

ORDINANCE NO C36525

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Utility Billing Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Utility Billing Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add one classified Executive Assistant position (from 0 to 1).
- 2) Increase appropriation by \$46,031.
  - A) Of the increased appropriation, \$46,031 is provided for base wages and associated employee benefits.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from needed administrative assistance, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed 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:** PIES **Date:** 05/20/2024

**Committee Agenda type:** Discussion

**Date Rec'd** 5/20/2024

**Clerk's File #** ORD C36526

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 06/03/2024

**Submitting Dept** SOLID WASTE COLLECTION

**Project #**

**Contact Name/Phone** CHRIS AVERYT 625.6540

**Bid #**

**Contact E-Mail** CAVERYT@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type** Special Budget Ordinance

**Council Sponsor(s)** BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name** 4500 SBO TO RESTORE CORRECT FUNDING TO SWC VEHICLES

**Agenda Wording**

Solid Waste Collection (SWC) is requesting the approval of a Special Budget Ordinance to correct the funding to a purchase order for three (3) CNG Scorpion Automated Side-Loader vehicles.

**Summary (Background)**

Three (3) CNG Scorpion Auto Side Loader collection vehicles were ordered in 2022, with an expected delivery date in 2024. An invoice processing error occurred which resulted in the funds for this PO being applied to another PO for vehicles. When the error was discovered, a correction was made to the other PO, but funds were never returned to this PO causing it to be underfunded.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 730,614

Current Year Cost \$ 730,614

Subsequent Year(s) Cost \$ 0

**Narrative**

SWC is an enterprise fund so the general fund will not be affected by this SBO. The original purchase is to replace collection vehicles that have reached the end of their useful lives.

**Amount**

**Budget Account**

Expense \$ 730,614

# 4500-45900-94000-56404-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#





## Council Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	May 20, 2024
<b>Submitting Department</b>	Solid Waste Collection (SWC)
<b>Contact Name</b>	Chris Averyt
<b>Contact Email &amp; Phone</b>	<a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> / 509.625.6540
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	SBO to restore correct funding of SWC Vehicles
<b>Grant Item</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<b>Summary</b>  <b>What is the specific purpose or need for the budget adjustment?</b>  <b>What changes or developments have triggered this request?</b>	<p>This SBO is needed to correct funding for a purchase order (PO) issued for three (3) CNG Scorpion Auto Side Loader vehicles. These vehicles were ordered in 2022, with expected delivery in 2024.</p> <p>An invoice processing error occurred, and funding was applied to the wrong PO. When the error was realized, funds were taken off the correct PO, but they neglected to have the funds restored to the PO they originally paid the invoice from, causing the PO for the purchase of the three (3) Scorpion trucks to be underfunded.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$730,614</u> Current year cost: \$730,614 Subsequent year(s) cost: \$0  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Reserves Is this funding source sustainable for future years, months, etc? N/A; One-time PO correction.  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Budget Codes: 4500-45900-94000-56404-99999 Other budget impacts: (revenue generating, match requirements, etc.) N/A	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>  <ul style="list-style-type: none"> <li>• What are the net impacts this adjustment will have on the specifically affected line items? The completion of this purchase promotes operational efficiency and reduces downtime for equipment by replacing collection vehicles that are past their useful lives.</li> <li>• What operational changes will occur because of this adjustment? Greater checks and balances on the status of Fleet POs.</li> </ul>	

- What are the potential risks or consequences of not approving the budget adjustment?  
Solid Waste Collection will not be able to pay for these three (3) collection vehicles that were ordered two years ago. These vehicles will be sold to another hauler, and we will have to start the entire process over. With increases in materials, labor, and shipping, the costs of vehicles go up every year. While waiting, we will incur more downtime on the older trucks we are using which potentially causes delays in route service, and increased overtime and maintenance costs.
- 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?  
CFU 1.2 Operational Efficiency, SMC 13.02.0200 Universal Service by the City & SMC 13.02.0202 Compulsory Service – The ability to complete this purchase by approving the necessary SBO will assist the department in providing efficient and essential services as required by Spokane Municipal Code.

**What current racial and other inequities might this special budget ordinance address?**

N/A – it does not address racial or other inequities.

ORDINANCE NO C36526

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Solid Waste Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$730,614.
- A) Of the increased appropriation, \$730,614 is provided solely for vehicles.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from an administrative processing error of a purchase order, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed 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:** 05/13/2024

**Committee Agenda type:** Consent

**Date Rec'd**

5/13/2024

**Clerk's File #**

RES 2024-0052

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 06/03/2024

**Submitting Dept**

CITY ATTORNEY

**Project #**

**Contact Name/Phone**

MICHAEL 6237

**Bid #**

**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

**Requisition #**

PAID THRU

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

ZZAPPONE KKLITZKE

**Agenda Item Name**

5800 SETTLEMENT RESOLUTION

**Agenda Wording**

Resolution approving settlement of claims of the Estate of Peterson Kamo in the amount of \$250,000.00.

**Summary (Background)**

The Estate of Peterson Kamo filed a lawsuit in Spokane County Superior Court alleging various claims against the City and individual officers arising from an officer-involved shooting death of Peterson Kamo on January 24, 2022.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 250,000

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

Expense \$ 250,000.00

# 5800-78100-14780-54601

Select \$

#

Select \$

#

Select \$

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\$

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#



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

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

PICCOLO, MIKE

##### Division Director

##### Accounting Manager

BUSTOS, KIM

##### Legal

BEATTIE, LAUREN

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

nodle@spokanecity.org

James.Scott@davies-group.com

ahaile@spokanecity.org

ddaniels@spokanecity.org

shenry@spokanecity.org

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	May 13, 2024
<b>Submitting Department</b>	Legal
<b>Contact Name</b>	Mike Piccolo
<b>Contact Email &amp; Phone</b>	<a href="mailto:mpiccolo@spokanecity.org">mpiccolo@spokanecity.org</a> ; 625-6237
<b>Council Sponsor(s)</b>	<u>Council Members Zappone and Klitzke</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Settlement Resolution
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	Approving settlement of claims of the Estate of Peterson Kamo. The Estate of Peterson Kamo filed a lawsuit in Spokane County Superior Court alleging various claims against the City and individual officers arising from an officer-involved shooting death of Peterson Kamo on January 24, 2022.
*use the Fiscal Impact box below for relevant financial information	
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>250,000</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>N/A</u>	
<b>Funding Source</b> <input checked="" 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? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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?  
N/A



RESOLUTION RE: SETTLEMENT  
OF CLAIMS AGAINST CITY OF SPOKANE

WHEREAS, the Estate of Peterson Kamo, Mitha Kamo, individually and as executor for the Estate of Peterson Kamo and legal guardian of G.A., Lomae Kamo, and Brenda Kamo (hereinafter "Plaintiffs"), filed a complaint for damages on September 1, 2023, arising out of an incident on January 24, 2022; and

WHEREAS, Plaintiffs allege injury as a result of the actions of the City of Spokane and/or its employees and assert financial damages from medical bills, funeral expenses, lost wages, and other special damages; and

WHEREAS, the City has determined to resolve all differences with Plaintiffs and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00); and

WHEREAS, Plaintiffs have agreed to accept said payment and the terms outlined above, and in return to provide a release of all claims to the City and the individual defendants in their underlying lawsuit entitled: *Estate of Peterson Kamo, Mitha Kamo, individually and as executor for the Estate of Peterson Kamo and legal guardian of G.A., Lomae Kamo, and Brenda Kamo v. Brandon Lynch, Corrigan Mohondro, Christopher LeQuire, Kevin Vaughn, City of Spokane, a municipal and political subdivision of the State of Washington, and Jane/John Doe employees/agents of City of Spokane*, Cause No. 23-2-03598-32, dismissing their lawsuit as to the City of Spokane and the individual defendants with prejudice.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

That the City of Spokane authorizes that the payment in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) be paid to Plaintiffs through their counsel. In return the Plaintiffs will provide a signed release to the City fully extinguishing all claims in connection with the claim and lawsuit entitled: *Estate of Peterson Kamo, Mitha Kamo, individually and as executor for the Estate of Peterson Kamo and legal guardian of G.A., Lomae Kamo, and Brenda Kamo v. Brandon Lynch, Corrigan Mohondro, Christopher LeQuire, Kevin Vaughn, City of Spokane, a municipal and political subdivision of the State of Washington, and Jane/John Doe employees/agents of City of Spokane*, Cause No. 23-2-03598-32, pledging to fully protect

and indemnify the City of Spokane, its officers, agents, employees and contractors, and the individual defendants against all loss or liability in connection with said claim, and dismissing the lawsuit with prejudice.

PASSED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

City Clerk

Approved as to form:

---

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 05/20/2024**Committee Agenda type:** Discussion**Date Rec'd**

5/17/2024

**Clerk's File #**

RES 2024-0053

**Renews #****Cross Ref #****Council Meeting Date:** 06/03/2024**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 KKLITZKE PDILLON

**Agenda Item Name**

0320 - "SAFE STREETS NOW!" RESOLUTION

**Agenda Wording**

"Safe Streets Now!" is a resolution requesting the Mayor to direct the Public Works Department to implement adaptive design strategies for transportation infrastructure within the City of Spokane to be paid through the Traffic Calming Measures Fund.

**Summary (Background)**

Traffic deaths have reached a 33-year high in Washington State, with a 10% increase in the last year. This resolution requests that the Mayor direct the Public Works Department to implement adaptive design strategies now. Adaptive designs strategies are temporary improvements that provide quick, low-cost solutions for reallocating street space to address an opportunity or to mitigate an existing concern. Adaptive design strategies are cost effective ways to address street safety concerns.

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

\$

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## Committee Briefing Paper

### \*Select Committee Name\*

<b>Committee Date</b>	5/20/24
<b>Submitting Department</b>	Council
<b>Contact Name</b>	Zack Zappone
<b>Contact Email &amp; Phone</b>	<a href="mailto:zzappone@spokanecity.org">zzappone@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Zappone, Klitzke
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5min
<b>Agenda Item Name</b>	"Safe Streets Now!" Resolution
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>Traffic deaths have reached a 33-year high in Washington State, with a 10% increase in the last year. This resolution requests that the Mayor direct the Public Works Department to implement adaptive design strategies now. Adaptive designs strategies are temporary improvements that provide quick, low-cost solutions for reallocating street space to address an opportunity or to mitigate an existing concern. Adaptive design strategies are cost effective ways to address street safety concerns in more areas around the city quickly. Cities across the country have been using adaptive design strategies, including Seattle, Denver, Nashville, San Francisco, and more. Adaptive design strategies have been implemented in Spokane previously, such as a pilot project on Woodside Avenue, Post Street Bridge, and currently near Spokane International Airport.</p> <p>More information can be found an example of adaptive design strategies can be found on the <a href="#">Seattle Right-Of-Way Improvements Manual</a>.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>This resolution requests directing current staff resources and using existing Traffic Calming Fund allocation</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes. Traffic Calming Fund</p> <p><b>Expense Occurrence</b>    <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>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? This proposal would allow traffic calming measures to be implemented quickly across the city, especially in historically excluded communities that lack current traffic safety measures.</li> </ul>	

- 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 about location of adaptive design strategies, which can be used to ensure that strategies are implemented equitably throughout the city.

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

Adaptive design strategies are great for measuring the impact of a traffic calming measure before more costly concrete and pavement options. Traffic, pedestrian, and biking data can be collected before and after the implementation of the adaptive design strategy.

- 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 Comprehensive Plan TR Goal F states to enhance public health and safety by improving infrastructure with protections for vulnerable.

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

This has been discussed frequently at Traffic Calming committees.

## RESOLUTION NO. 2024-0053

“Safe Streets Now!” is a resolution requesting the Mayor to direct the Public Works Department to implement adaptive design strategies for transportation infrastructure within the City of Spokane to be paid through the Traffic Calming Measures Fund.

**WHEREAS**, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects which are applied for by neighborhoods; and

**WHEREAS**, the City Council historically has adopted several resolutions regarding the allocation of funds generated from automated traffic safety cameras; and

**WHEREAS**, the City Council has adopted multiple resolutions adopting allocation criteria and funding processes for traffic calming projects, with more than 138 traffic calming projects identified for possible construction through 2027; and

**WHEREAS**, traditional transportation infrastructure can take years of construction from concept and design through completion, thus delaying construction of smaller and less costly traffic calming projects; and

**WHEREAS**, calming projects funded by the traffic calming fund have been delayed further by the lack of staff capacity for such projects and the lack of staff expertise in certain aspects of traffic calming projects; and

**WHEREAS**, the delay in construction of traffic calming projects means non-vehicular users of Spokane’s transportation system are exposed to greater danger in areas where safety could be improved by traffic calming projects; and

**WHEREAS**, adaptive design strategies are a low-cost method of street design that use “temporary” traffic-calming measures, resulting in much faster installation of safety improvements that can be tested realistically, and pave the way for more permanent traffic calming installations based on constructive public input and actual experience; and

**WHEREAS**, adaptive design strategies often use painting, planter boxes, bollards and other comparatively inexpensive measures to calm traffic in select locations and can be install much more quickly and inexpensively than more permanent measures.

**NOW, THEREFORE, BE IT RESOLVED** the City of Council of the City of Spokane formally endorses the concept of adaptive design strategies as suitable for traffic calming, pedestrian safety and bike-friendly infrastructure; and

**AND IT IS FURTHER RESOLVED**, that the City Council formally requests the Mayor of Spokane direct the relevant staff to implement adaptive design strategies into the construction of traffic calming projects, and, as necessary hire and train staff to perform adaptive design and installation.

ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Approved as to form:

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



**EXHIBIT A**  
**Resolution 2023-\_\_\_\_\_**  
**2024 Traffic Calming Projects**

<b>District</b>	<b>Neighborhood</b>	<b>Project</b>	<b>Project Cost</b>	
D1	Shiloh Hills	Standard-Colton (Magnesium to Francis)	\$	500,000.00
D3	Browne's Addition	2nd @ Elm	\$	232,000.00
D3	Peaceful Valley	Clarke Ave	\$	246,000.00
D3	Balboa South Indian Trail	Indian Trail (Holyoke to Janice)	\$	300,000.00
D1	Nevada	Liberty @ Lidgerwood	\$	371,000.00
D2	Latah-Hangman	Lincoln Way (Osprey to Qualchan)	\$	500,000.00
D2	Southgate	Freya @ 44th	\$	300,000.00
D2	East Central	9th (Altamont to Perry)	\$	288,000.00
				<b>\$2,149,000</b>

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/10/2024

**Clerk's File #**

ORD C36516

**Renews #****Cross Ref #****Council Meeting Date:** 04/22/2024**Submitting Dept**

CITY COUNCIL

**Project #****Contact Name/Phone**

CHRIS WRIGHT 6224

**Bid #****Contact E-Mail**

CWRIGHT@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

MCATHCART JBINGLE

**Agenda Item Name**

0320 - EMERGENCY ORDINANCE REGULATORY ORDINANCE

**Agenda Wording**

An ordinance establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code.

**Summary (Background)**

This ordinance establishes a detailed definition of "emergency" for the purposes of future legislation and requires the City Council to make certain findings before adopting an emergency ordinance. The goal of the ordinance is to ensure the appropriate use of emergency ordinances.

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

\$

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Select

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## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	March 25, 2024
<b>Submitting Department</b>	City Council - Cathcart
<b>Contact Name</b>	Shae Blackwell
<b>Contact Email &amp; Phone</b>	<a href="mailto:sblackwell@spokanecity.org">sblackwell@spokanecity.org</a> x6224
<b>Council Sponsor(s)</b>	CM Cathcart, CM Bingle
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Emergency Ordinance Regulatory Ordinance
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>An ordinance is a law created by a local government, such as City Council. Ordinances can cover a variety of topics, including things like zoning and rental building requirements. The full collection of city ordinances is referred to as the "municipal code" or "city code". Once an ordinance is approved by City Council, it typically goes into effect thirty days after it is signed by the Mayor. Under the city charter, certain ordinances go into effect immediately after they passed by the council, including "emergency ordinances." These ordinances are not subject to veto by the mayor or the citizen referendum process. The charter does not define an emergency in detail. This ordinance establishes a detailed definition of "emergency" for the purposes of future legislation and requires the City Council to make certain findings before adopting an emergency ordinance. The goal of the ordinance is to ensure the appropriate use of emergency ordinances.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	

**Fiscal Impact**

**Approved in current year budget?**     Yes     No     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**     One-time     Recurring     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**     One-time     Recurring     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?

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

This ordinance was not reviewed by a Council subcommittee.

## **ORDINANCE C36516**

An ordinance establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code.

**WHEREAS**, section 16 of the Spokane City Charter specifies that ordinances necessary “for the protection of public health, public safety, public property, or the public peace” are effective immediately and not subject to mayoral veto; and

**WHEREAS**, section 19 of the Spokane City Charter similarly permits the City Council to adopt ordinances on an emergency basis as necessary “for the immediate preservation of the public peace, health, or safety or for the immediate support of City government and its existing public institutions” and requires such ordinances to be adopted by five affirmative votes; and

**WHEREAS**, section 83 of the Spokane City Charter allows the public to commence a protest of the enactment of any ordinance and thereby delay its effective date by submission of a qualified petition prior to the effective date of the ordinance, but this referendum process is not available to protest an ordinance passed on an emergency basis; and

**WHEREAS**, state law governs the adoption of ordinances by municipalities with respect to budget and appropriations; and

**WHEREAS**, the Spokane City Council recognizes the necessity to further define the circumstances when non-budget emergency ordinances are appropriate, and to confine them to those occasions demanding an immediate response to safeguard the public peace, health, and safety, and to provide support of City government and its existing public institutions.

**NOW, THEREFORE**, the City of Spokane does hereby ordain as follows:

**Section 1.** That a new section 01.01.080 of the Spokane Municipal Code is created as follows:

### **Section 01.01.080 Emergency Ordinance Provisions**

#### **A. Definitions.**

**“Emergency Ordinance”** refers to any non-budget ordinance enacted by the Spokane City Council in response to an unforeseen combination of circumstances that demands immediate action. An "emergency" is characterized by a situation where delay in action to a future regular City Council meeting or a delay in the effectiveness of the ordinance poses an imminent threat to public health, safety, or welfare, necessitating urgent intervention to prevent or mitigate significant harm to the community.

## **B. Emergency Ordinance Criteria**

1. An emergency ordinance may be adopted only when the ordinance details why the potential for a citizens’ referendum repealing the Council action will be detrimental to public health, safety, or welfare and includes detailed findings regarding any of the following:
  - a. There is evidence of an imminent threat that could result in significant harm to the public health, safety, or welfare of the citizens of Spokane;
  - b. The situation is sudden, unexpected, and requires immediate action to prevent or mitigate the threat;
  - c. The normal course of legislative procedures of the City Council cannot timely address the threat without causing or exacerbating harm to the community; and
2. In the event an emergency ordinance is prompted in part or in whole by confidential or privileged information disclosed to City Council, the written findings shall describe the legal constraints or exigencies to the greatest extent possible.
3. Every non-budget emergency ordinance shall require five affirmative votes.
4. Conditions precluding the declaration of an emergency; Effect of deferral:
  - a. The non-budget ordinance has been deferred by the City Council for consideration longer than four calendar days beyond its initial reading at a City Council legislative session, except when the next available council meeting

has been deferred to accommodate a standing established city holiday.

- b. The non-budget ordinance has remained on any standing committee agenda for more than ten calendar days, regardless of any intervening holidays.
- c. Upon deferral of a non-budget ordinance containing an emergency clause for more than four calendar days, the ordinance shall be deemed amended to a non-emergency ordinance and adopted by the council only after two separate readings by title.

5. Effect of Adoption Not in Compliance

Any non-budget emergency ordinance adopted in violation of Subsection B above shall be deemed void as of the date initially adopted by council.

**Section 2. 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 3.** 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.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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



\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 05/06/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/26/2024

**Clerk's File #**

ORD C36523

**Renews #****Cross Ref #****Council Meeting Date:** 05/20/2024**Submitting Dept**

MAYOR

**Project #****Contact Name/Phone**

SARAH NUSS 509.435.7026

**Bid #****Contact E-Mail**

SNUSS@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

BWILKERSON KKLITZKE

**Agenda Item Name**

HEAT HEALTH AND SAFETY ORDINANCE

**Agenda Wording**

Relating to residential properties and establishing cooling requirements. Amending sections 10.57.130 and 10.57.140 of the SMC and creating a new Section 10.57.170 of the SMC.

**Summary (Background)**

Given the frequency and severity of extreme weather events and wildfires affecting Spokane residents has increased and is expected to further increase, and that these impacts affect marginalized communities disproportionately, the regulations set forth in this amendment to Chapter 10.57 of the SMC will protect and promote the health, safety and welfare of Spokane residents.

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**

Select

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

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

JONES, GARRETT

##### Division Director

##### Accounting Manager

BUSTOS, KIM

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

snuss@spokanecity.org

amcdaniel@spokanecity.org

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	May 6, 2024
<b>Submitting Department</b>	Emergency Management
<b>Contact Name</b>	Sarah Nuss
<b>Contact Email &amp; Phone</b>	<a href="mailto:snuss@spokanecity.org">snuss@spokanecity.org</a> 509.435.7026
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Klitzke
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	Heat Health & Safety Ordinance
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>This ordinance relates to residential rental properties and establishes cooling requirements, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.170 of the Spokane Municipal Code.</p> <p>Given the frequency and severity of extreme weather events and wildfires affecting Spokane residents has increased and is expected to further increase, and that these impacts affect marginalized communities disproportionately, the regulations set forth in this amendment to Chapter 10.57 of the SMC will protect and promote the health, safety and welfare of Spokane residents.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> 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><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: <a href="#">Select Funding Source*</a></p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? <i>The proposed amendments provide protection for tenants from retaliation, establish a private right of action, and prevent a landlord from prohibiting or restricting a tenant from installing or using a portable cooling device as long as building codes, law and safety guidelines are followed.</i></li> </ul>	

- 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?

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO. C36523

AN ORDINANCE relating to residential rental properties and establishing cooling requirements, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.170 of the Spokane Municipal Code.

**WHEREAS**, the frequency and severity of extreme weather events and wildfires affecting Spokane residents has increased in recent years and is expected to increase further; and

**WHEREAS**, the impacts of extreme weather events such as cold snaps and heat domes have a disproportionate impact on historically marginalized communities; and

**WHEREAS**, at least nineteen people died and 300 people sought medical treatment for heat related illness because of extreme heat during the 2021 Northwest Heat Dome; and

**WHEREAS**, heating, cooling or air filtration technologies may increase electricity use and can impact the energy burden of low-income residential customers and residential customers who are members of environmental justice communities; and

**WHEREAS**, RCW 59.18.060(11)(a) prohibits a landlord from terminating a tenant's electric utility or water service for lack of payment on any day for which the national weather service has issued or has announced it intends to issue a heat-related alert; and

**WHEREAS**, the regulations set forth in this amendment to chapter 10.57 SMC augment state law and will protect and promote the health, safety, and welfare of Spokane residents.

NOW, THEREFORE, the City of Spokane does ordain:

**Section 1.** Section 10.57.130 of the Spokane Municipal Code is amended to read as follows:

**Section 10.57.130 Anti-Retaliation Protections**

A. Purpose and Intent.

Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities

designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.

2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.
3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116, ~~((and))~~ 10.57.160, and 10.57.170.
4. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, and the Washington Law Against Discrimination.

**Section 2.** Section 10.57.140 of the Spokane Municipal Code is amended to read as follows:

#### **Section 10.57.140 Private Right of Action**

- A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130~~((or))~~ 10.57.160, or 10.57.170 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys’ fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to \$500, and injunctive relief.
- B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, ~~((or))~~ 10.57.160, or 10.57.170. and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

**Section 3.** There is enacted a new chapter 10.57.170 to Title 10 of the Spokane Municipal Code to read as follows:

#### **10.57.170 Portable Cooling Devices**

- A. For purposes of this section:
  1. An “extreme heat event” means a day on which National Weather Service of the National Oceanic and Atmospheric Administration has predicted or indicated that there exists a heat-related alert, such as an excessive heat warning, a heat advisory, an excessive heat watch, or a similar alert for

Spokane County.

2. A “portable cooling device” means air conditioners and evaporative coolers, including devices mounted in a window or that are designed to sit on the floor but not including devices whose installation or use requires alteration to the dwelling unit.
- B. During an extreme heat event, a landlord may not prohibit or restrict a tenant from installing or using a portable cooling device of the tenant’s choosing, unless:
1. The installation or use of the device would:
    - a. Violate building codes or state or federal law; or
    - b. Violate the device manufacture’s written safety guidelines for the device; or
    - c. Damage the premises or render the premises uninhabitable; or
    - d. Require amperage to power the device that cannot be accommodated by the power service to the building, dwelling unit or circuit; or
    - e. The device would be installed in a window, and:
      - i. The window is a necessary egress from the dwelling unit; or
      - ii. The device would interfere with the tenant’s ability to lock a window that is accessible from outside; or
      - iii. The device requires the use of brackets or other hardware that would damage or void the warranty of the window or frame, puncture the envelope of the building or otherwise cause significant damages; or
      - iv. The restrictions require that the device be adequately drained to prevent damage to the dwelling unit or building; or
      - v. The restrictions require that the device be installed in a manner that prevents risk of falling.
  2. In addition to subsection (B)(1) of this section, the landlord may also require that the device be:
    - a. Installed or removed by the landlord or landlord’s agent; or
    - b. Subject to inspection or servicing by the landlord or landlord’s agent; or
    - c. Removed from October 1 through April 30.



C. A landlord who must limit portable cooling devices for a building under subsection (B)(1)(d) of this section shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability as defined by state and federal law. A landlord is not responsible for any interruption in electrical service that is not caused by the landlord, including interruptions caused by an electrical supply's inability to accommodate use of a portable cooling device.

D. If a tenant fails to comply with a restriction on the use of a portable cooling device under subsection (B) of this section, a landlord may issue notice to the tenant in accordance with RCW 59.18.160 and RCW 59.18.170.

**Section 4. 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 5. Clerical Errors.** 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.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date