

# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, JUNE 17, 2013

### MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

CITY OF SPOKANE GUEST WIRELESS ACCESS FOR COUNCIL CHAMBERS FOR JUNE 17, 2013:

USER NAME: **COS Guest**  
PASSWORD: **dGgT38kM**

PLEASE NOTE THE SPACE IN USER NAME. ALSO, BOTH USER NAME AND PASSWORD ARE CASE SENSITIVE

## CITY COUNCIL BRIEFING SESSION

The purpose of this meeting is for Council Members, City Staff and Counsel to review items on the Advance (next Monday's) Council Meeting of June 24, 2013, and to review the Current Agenda for this evening's Council Meeting. Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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 WEDNESDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

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. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

### ADDRESSING THE COUNCIL

- No one 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 as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- 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, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

**SPEAKING TIME LIMITS:** Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

**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 Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ggeorge-hatcher@spokanecity.org](mailto:ggeorge-hatcher@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

# BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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## ADMINISTRATIVE SESSION

Roll Call of Council

## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |  |                        |                              |
|--|------------------------|------------------------------|
| 1. Amendment to contract with Washington State Department of Transportation (GCB1350) for installation of electrical conduit and junction boxes at the intersections of SR291 (Francis Avenue) at Wall Street and Monroe Street—increase of \$23,197.96. Total contact amount—\$65,654.30. | Approve                | OPR 2013-0046                |
| 2. Loan Agreement with Washington State Public Works Board for construction of the Garden Park Booster Station—\$921,990.  | Approve                | OPR 2013-0443<br>ENG 2010069 |
| 3. Agreement with Playfair Commerce Park, LLC (Spokane, WA) for Playfair expenditures eligible for reimbursement as part of the Haven Street LID project—\$69,162.26.  | Approve                | OPR 2013-0444<br>ENG 2010165 |
| 4. Report of the Mayor of pending:   | Approve &<br>Authorize |                              |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through June 10, 2013, total \$1,430,944.52, with   | Payments               | CPR 2013-0002                |

Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total **\$1,358,884.82**.

- b. Payroll claims of previously approved obligations through **June 8, 2013: \$6,005,960.21**. **CPR 2013-0003**
5. Interlocal Agreement with Spokane County to establish the Spokane Area Workforce Development Council as a Washington non-profit corporation and to designate the SAWDC as the fiscal and administrative agent of the Spokane Area Consortium. **Approve OPR 2013-0448**
6. Interlocal Consortium Agreement under the Workforce Investment Act of 1998 with Spokane County to terminate the most recent (2000) Interlocal Cooperation Agreement and form a new consortium with the newly created Workforce Development Council non-profit corporation as the fiscal and administrative agent. **Approve OPR 2013-0449**
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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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## **CITY COUNCIL SESSION**

(May be held or reconvened following the 3:30 p.m. Administrative Session)  
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**



## **ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

## **BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

## **CITY ADMINISTRATION REPORT**

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## **COUNCIL COMMITTEE REPORTS**

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

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## **OPEN FORUM**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

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# **LEGISLATIVE AGENDA**

## **NO EMERGENCY BUDGET ORDINANCES**

### **EMERGENCY ORDINANCE**

(Requires Five Affirmative, Recorded Roll Call Votes)

**ORD C34993** Relating to the Fire Code; amending SMC Sections 17E.010.300, 17F.040.170, 17F.080.010, 17F.080.030, 17F.080.050, 17F.080.110, and 17F.080.310; repealing SMC Sections 17F.080.020 and 17F.080.440; declaring an emergency and setting an effective date.

## **NO RESOLUTIONS**

### **FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

**ORD C34989** An ordinance relating to the Parking System Fund; amending Section 7.08.130 of the Spokane Municipal Code. (First Reading held June 3, 2013.)

- ORD C34990 Relating to on-street parking regulations; amending SMC Section 16A.61.561. (First Reading held June 3, 2013.)
- ORD C34991 (To be considered under Hearings Item H1.)

**Final Reading Ordinances Vacating:**

- ORD C34603 Spokane Street from 5th Avenue to I-90 requested by Foothills Mini-Storage, Inc. (East Central Neighborhood) (First Reading held June 7, 2010.)
- ORD C34924 Walnut Street from Bridge Avenue to College Avenue, North and South portions of Bridge Avenue from Maple Street to Cedar Street, and the alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue requested by Avista Corporation and North Gorge Residential Partners. (West Central Neighborhood) (First Reading held October 9, 2012.)
- ORD C34973 Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North line of alley North of Courtland Avenue to Garnet Avenue requested by the Parks and Recreation Department. (First Reading held April 8, 2013.)

**Request for motion to remove from the table the following item:**

- ORD C34951 Ordering the street improvements for Rebecca Street from 9th Avenue to  
PRO 2012-0048 7th Avenue, establishing a local improvement district and creating a local  
LID 2012093 improvement fund therefore, directing the levy of special assessments and  
providing a method of financing to pay the cost and expense of said  
improvements. (East Central Neighborhood) (Tabled on February 4, 2013,  
Agenda.)

**FIRST READING ORDINANCE**

(No Public Testimony Will Be Taken)

- ORD C34994 Relating to public utilities and services; amending SMC Sections 13.02.0204, 17F.040.075, and 17G.010.100; adopting new SMC Sections 13.02.0109, 13.02.0119, 13.02.01191, 13.02.0125, and 13.02.0127 to Chapter 13.02 of the Spokane Municipal Code.

**FURTHER ACTION DEFERRED****SPECIAL CONSIDERATIONS**

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

**RECOMMENDATION**

- |     |   |         |                              |
|-----|---|---------|------------------------------|
| S1. | Local Agency Standard Consultant Agreement with KPFF Consulting Engineers (Seattle, WA) for University Place Pedestrian Overpass Plans, Specifications and Engineer's Construction Cost Estimate—\$1,352,519.10. (Moved from June 10, 2013, Agenda) | Approve | PRO 2013-0013<br>ENG 2012119 |
|-----|---|---------|------------------------------|

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## **HEARINGS**

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

### **RECOMMENDATION**

- |     |  |                                |            |
|-----|--|--------------------------------|------------|
| H1. | Final Reading Ordinance C34991 re-naming Perry Street and Erie Street north of Trent Avenue to "Iron Bridge Way" and "Iron Court" respectively. (First Reading held June 3, 2013.) | Pass<br>Upon Roll<br>Call Vote | ORD C34991 |
|-----|--|--------------------------------|------------|

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## **OPEN FORUM (CONTINUED)**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

## **ADJOURNMENT**

The June 17, 2013, Regular Legislative Session of the City Council is adjourned to Monday, June 24, 2013.

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## **NOTES**

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

06/17/2013

**Date Rec'd**

6/5/2013

**Clerk's File #**

OPR 2013-0046

**Renews #****Submitting Dept**

STREET

**Cross Ref #****Contact Name/Phone**

MARK SOUBOUSEK 232-8810

**Project #****Contact E-Mail**

MSERBOUSEK@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR13532

**Agenda Item Name**

1100 SIGNAL SYSTEM UPGRADES AT FRANCIS/MONROE AND FRANCIS/WALL

**Agenda Wording**

Amendment to WSDOT Contract GCB1350, OPR2013-0046, increasing the contract by \$23,197.96 for a total contract amount of \$65,654.30.

**Summary (Background)**

The WSDOT will install electrical conduit and junction boxes for the City of Spokane Street Department at the intersections of SR 291 (Francis Avenue) at Wall Street and Monroe Street per Agreement Number GCB 1350. Actual contractor bid exceeded initial estimates by approximately 55%, resulting in this amendment.

**Fiscal Impact****Budget Account**

Expense \$ 23,197.96

# 1100-21300-28800-54801-99999

Select \$

#

Select \$

#

Select \$

#

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

SERBOUSEK, MARK

**Study Session****Division Director**

QUINTRALL, JAN

**Other**

PCED 5/6/2013

**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

BURNS, BARBARA

Street: mdoval, aschenk, vmelvin

**For the Mayor**

SANDERS, THERESA

jquintrall, jwest

**Additional Approvals****Purchasing**

## **AGREEMENT NO. GCB 1350, AMENDMENT NO. 1**

This Amendment No. 1 is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereafter the "STATE," and the City of Spokane, 808 W. Spokane Falls Blvd., Spokane, WA 99201-3343 hereinafter the "LOCAL AGENCY."

WHEREAS, the Parties previously entered into Agreement No. GCB 1350 on January 14, 2013, which provided for the reimbursement of costs to the STATE for the construction management and installation of electrical conduit and junction boxes of traffic signal systems along SR 291 (Francis Avenue) as part of the STATE's Project, SR 291, Francis Avenue to Stevens County Line on behalf of the LOCAL AGENCY, and

WHEREAS, the lump sum bid prices received by the STATE for the Work exceeded the allowed increase in cost as shown in Section 6.6, and

WHEREAS, The LOCAL AGENCY agrees to the increase in Work estimates pursuant to the bid prices, and the Parties agree to amend the Agreement to provide for the increase in the cost of the Work,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and RCW47.28.140, the above recitals that are incorporated herein as if set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Cost Estimate, Exhibit A is hereby deleted and replaced with Exhibit A-1, attached hereto and by this reference made a part hereof.
2. The maximum amount payable under the Agreement is hereby increased by Twenty-Three Thousand One Hundred Ninety-Seven Dollars and Ninety Cents (\$23,197.96), increasing the cost of constructing the Work to Sixty-Five Thousand Six Hundred Fifty-Four Dollars and Thirty Cents (\$65,654.30).
3. All other terms and conditions of the Agreement No. GCB 1350 shall remain in full force and effect except as modified by this Amendment No. 1.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Amendment No. 1 as of the PARTY's date last signed below.

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

CITY OF SPOKANE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Mike R. Gribner, P.E.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Acting Regional Administrator

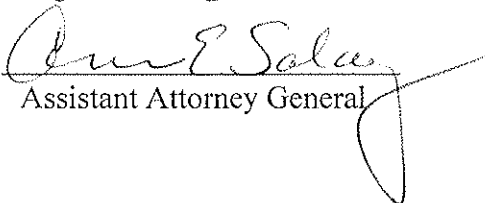
Title: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

Date: 5-15-13

Date: \_\_\_\_\_

By:   
Assistant Attorney General

By: \_\_\_\_\_  
City of Spokane Attorney

GCB 1350  
Exhibit A-1  
Cost Estimate

Traffic Signal System – Monroe

Lump Sum Bid Price	\$28,000.00
Sales Tax 8.7%	\$ 2,436.00
Mobilization 8%	\$ 2,240.00
Engineering 14%	\$ 3,920.00
Overhead 8.99%	<u>\$ 2,517.20</u>
Total	\$39,113.20

Traffic Signal System – Wall

Lump Sum Bid Price	\$19,000.00
Sales Tax 8.7%	\$ 1,653.00
Mobilization 8%	\$ 1,520.00
Engineering 14%	\$ 2,660.00
Overhead 8.99%	<u>\$ 1,708.10</u>
Total	\$26,541.10

Total Agreement Cost \$65,654.30





# City of Spokane

## Minor Contract Summary

OPR # OPR 2013-0046

Cross Ref \_\_\_\_\_

Destruct Date 201Clerk's Dist. 01/17/13 SR

Incomplete submissions will be returned to the Department until all requirements are met.  
(Summary to be printed on blue paper)

Department Name 1100 Street Department

Department Project # \_\_\_\_\_

New Contract ☒

CR # \_\_\_\_\_

13098

Date: \_\_\_\_\_

1/14/2013**RECEIVED**

JAN 16 2013

CITY CLERK'S OFFICE  
SPOKANE, WA**Contractor/Consultant**

Name:

**Bob Hilmes****WA State Department of Transportation (WSDOT)**

Address:

2714 N Mayfair Street

Remittance Address: Same

City, State, Zip: Spokane, WA 99207-2090

City, State, Zip

**Summary of Services**

The WSDOT will install electrical conduit and junction boxes for the City of Spokane Street Department at the intersections of SR 291 (Francis Avenue) at Wall Street and Monroe Street per Agreement Number GCB 1350.

Amount: \$42,457

Budget Code: 1100-21300-28800-54801-99999

Maximum Amount

Beginning Date: 1/15/2013 Expiration Date: 12/31/2013 Open-Ended: ☐☒ Quotes (per Purchasing Policy to be kept on file in Dept.) ☒ Insurance Certificate (as per contract)☒ City Business License ☐ If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Val Melvin

Funds are available in the appropriate budget account

Accountant

Signature

Department Head

Signature

Other

Signature

Other

Signature

Date

1/14/13

Date

1-14-13

Date

1/14/13

Date

**Distribution List**

Contractor E-mail: hilmesb@WSDOT.wa.gov

Contract Accounting: mlesesne@spokanecity.org

Dept. Contact E-mail: vmelvin, mdoval, aschenk

Taxes and Licenses

**BRIEFING PAPER**  
**PCED**  
**Street Department**  
**May 6, 2013**

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**Subject:**

Signal system upgrades at the intersections of Francis & Monroe and Francis & Wall.

**Background:**

All approaches at the intersection of Francis & Monroe and the east-bound and west-bound approaches at Francis & Wall currently utilize island signal standards to provide protected left turns. These standards present a hazard to the traveling public and are also a maintenance issue as they have been hit many times. The Street Department is constantly looking for opportunities to replace island standards with overhead signals. Additional left turn overhead signals typically require new signal standards with longer mast arms.

The City of Spokane requested WSDOT to include installment of new signal conduits and j-boxes at the intersection of Francis & Monroe and Francis & Wall in their Francis grind and inlay project scheduled for summer 2013. Estimates provided to WSDOT that were included in the agreement between WSDOT and City of Spokane were based upon current standard bid prices. The contractor who was awarded the WSDOT project bid the City items of work at a cost approximately 55% over the estimated cost.

**Impact:**

This project will provide for protected-permissive left-turns at both Francis & Monroe and Francis & Wall, which will improve traffic operations through reduced delay and better coordination between these intersections. Furthermore, elimination of the left turn island standards will increase safety and reduce maintenance.

Not completing this signal work under this contract even with the additional costs would be cost prohibitive. WSDOT will be exposing the subgrade in which new signal conduits and junction boxes will be installed and then pave over those installations. In addition, WSDOT will also be reconstructing pedestrian ramps upon which the new signal standards will be placed to comply with ADA standards. Eliminating this work in the WSDOT contract and subsequently retrofitting conduits, j-boxes and signal standards would compromise pavement and sidewalk integrity and limit signal pole placement options due to ADA requirements.

**Action:**

Approve EBO for \$35,000 from the Street Department reserves to accommodate awarded bid items.

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

06/17/2013

<b><u>Date Rec'd</u></b>	6/5/2013
<b><u>Clerk's File #</u></b>	OPR 2013-0443
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	2010069
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	REVENUE

<b><u>Submitting Dept</u></b>	ENGINEERING SERVICES
<b><u>Contact Name/Phone</u></b>	MARK PAPICH 625-6310
<b><u>Contact E-Mail</u></b>	MPAPICH@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Contract Item
<b><u>Agenda Item Name</u></b>	5900-LOAN AGREEMENT-GARDEN PARK BOOSTER STATION

**Agenda Wording**

Loan Agreement between the Washington State Public Works Board and the City of Spokane for construction of the Garden Park Booster Station.

**Summary (Background)**

The Loan for the Garden Park Booster Station is for the installation of new pumps and connection piping and construction of a new pump house. The existing pumps have reached the end of their useful life and need to be replaced. The efficiency of the new pumps will result in approximately \$20,000 in energy savings per year.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Revenue	\$ 921,990.00	#	4100 42410 99999 38271-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	QUINTRALL, JAN	<b><u>Other</u></b>	Public Works 6/10/13
<b><u>Finance</u></b>	LESESNE, MICHELE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	BURNS, BARBARA	sdecker@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	pdolan@spokanecity.org	
<b><u>Additional Approvals</u></b>		mlesesne@spokanecity.org	
<b><u>Purchasing</u></b>	PRINCE, THEA	mhughes@spokanecity.org	
		mpapich@spokanecity.org	
		acline@spokanecity.org	



**Washington State  
Public Works Board**

1011 Plum Street SE  
Post Office Box 42525  
Olympia, Washington 98504-2525

June 6, 2013

Mark Papich  
City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201

RE: Loan Contract Number: **EW13-961-116**

Dear **Mr. Mark Papich**:

Enclosed are two originals of your Construction Loan Contract. This Contract details the terms and conditions that will govern the agreement between us. Please review the terms and conditions of the Contract carefully. We recommend consulting with your legal advisor before accepting this loan offer.

When you have obtained the appropriate original signatures (do not use signature stamps), return both original contracts and all the attachments to the Public Works Board office within 60 calendar days of the date of this letter. Failure to return the contracts within this timeline may result in the loan offer being withdrawn.

After the Contracts have been signed by the Board, one fully executed original along with instructions for drawing funds will be mailed to you. We encourage you to store these and all pertinent documents associated with this project and loan offer in a file that is readily accessible to auditors for their periodic review.

We look forward to working with you over the course of your successful public works project. If you have any questions about this Contract, please contact me at the below listed address.

Sincerely,

Jeff Hinckle  
PWB Staff  
(360) 725-3060  
[jeff.hinckle@commerce.wa.gov](mailto:jeff.hinckle@commerce.wa.gov)

**Enclosures:**

ATTACHMENT I: ATTORNEY'S CERTIFICATION  
Form EZ1





**Washington State  
Public Works Board**

1011 Plum Street SE  
Post Office Box 42525  
Olympia, Washington 98504-2525

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**Construction Loan Agreement between:**

**City of Spokane**

and

**Public Works Board**

**For:**

Project Name: **Garden Park Booster Station Rehabilitation**

Loan Number: **EW13-961-116**

Loan Type: **Energy/Water Loan**

**Execution/Start Date:** Contract Execution Date  
(to be filled by the Public Works Board)

## DECLARATIONS

### CLIENT INFORMATION

Legal Name:	City of Spokane
Loan Number:	EW13-961-116
Award Year:	2013
State Wide Vendor Number:	SWV00338705

### PROJECT INFORMATION

Project Title:	Garden Park Booster Station Rehabilitation
Project City:	Spokane
Project State:	Washington
Project Zip Code:	99201

### LOAN INFORMATION

Loan Amount:	\$921,990.00
Total Estimated Cost:	\$1,650,000.00
Total Estimated Funding:	\$1,650,000.00
Loan Term:	24
Interest Rate:	1.50%
Payment Month:	June 1 <sup>st</sup>
Loan Reimbursement Start Date:	7/1/2012
Time of Performance	36 months from Execution Date of this Contract to Project Completion.

### SPECIAL CONDITIONS GOVERNING THIS LOAN AGREEMENT

None.

### LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the Contractor payable solely from the net revenue of the Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The Board grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan Contract. This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer, or solid waste utility project.



## **DECLARATION (continued)**

Loan Number:

**EW13-961-116**

Project Title:

**Garden Park Booster Station Rehabilitation**

Scope of Work:

**Task 1: Construction of Booster Pumps and Facility**

- 1. The RECIPIENT will install new pumps and piping for Booster Station.**
- 2. Construct necessary piping from Booster station to connection point (approximately 300 L.F.).**
- 3. Construct improvements to pump house**

**Required Performance**

- 1. Construct facilities in accordance with the construction documents, plans and specifications**



Contract Number: **EW13-961-116**

Washington State Department of Commerce

**PUBLIC WORKS BOARD  
ENERGY AND WATER EFFICIENCY PROGRAM  
CONSTRUCTION LOAN CONTRACT**

<b>1. Contractor</b> City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> N/A		<b>4. Public Works Board Representative</b>	
<b>5. Contract Amount</b> \$921,990.00	<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. Contract Start Date</b> Contract Execution Date	<b>8. Contract End Date</b> June 1, 2037
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency</b> N/A	
<b>CFDA Number</b> N/A			
<b>10. Tax ID #</b> 916001280	<b>11. SWV #</b> SWV00338705	<b>12. UBI #</b>	<b>13. DUNS #</b>
<b>14. Contract Purpose</b> The Board, defined as the Washington State Public Works Board, and the Contractor have entered into this Contract to undertake an energy and/or water efficiency project that furthers the goals and objectives of the Washington State Public Works Program. The Board 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 last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
<b>FOR THE CONTRACTOR</b>  _____ Signature  _____ Print Name  _____ Title  _____ Date		<b>FOR PUBLIC WORKS BOARD</b>  _____ John LaRocque, Executive Director  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  This 3rd Day of December, 2012 _____ Rob McKenna Attorney General  _____ <i>Signature on file</i> Kathryn Wyatt Assistant Attorney General	



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**PUBLIC WORKS BOARD  
CONSTRUCTION LOAN PROGRAM**

**SPECIAL TERMS AND CONDITIONS**

**1.1 Definitions**

As used throughout this Construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the contract in **THIS STYLE** for easier identification.
- E. **AWARD YEAR** shall mean the calendar year in which the funds were awarded to the Board for use in making loans under this program.
- F. **PAYMENT MONTH** shall mean the day and month of the year in which payments are due.
- G. Unless otherwise amended, the CONTRACT END DATE, as displayed on the Face Sheet, shall occur in the final year of the **LOAN TERM**, as counted from the **AWARD YEAR**. The actual date of contract execution shall have no effect on the CONTRACT END DATE.
- H. The **DEFERRAL PERIOD** shall be from the date of contract execution until one year after the date of project completion. The total Deferral Period shall not exceed 4 years in length.

**1.2 Authority**

Acting under the authority of Chapter 43.155 RCW, the Board has awarded the Contractor an Energy and Water Efficiency Construction Loan for an approved public works project.

**1.3 Purpose**

The Board and the Contractor have entered into this Contract to undertake an energy and/or water efficiency project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

**1.4 Order of Precedence**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:



- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

#### **1.5 5- year deferral for start-up systems (deleted section)**

This section has been deleted but title retained for document continuity.

#### **1.6 Competitive Bidding Requirements**

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

#### **1.7 Loan Repayments**

Loan repayments shall be made on the loan in accordance with Section 1.16 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty amount beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.11.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

#### **1.8 Eligible Project Costs**

Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Program loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

#### **1.9 Historical and Cultural Resources**

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 05-05, or, as a substitute for completion of Governor's Executive Order 05-05, Contractor shall complete Section 106 of the National Historic Preservation Act. 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 artifacts and agrees to hold harmless the Board and the State of Washington in relation to any claim related to such historical or cultural artifacts 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 05-05, coordinate with 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 the proposed project funded by this Contract. Contractor

agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing pre-requisite 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. 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 sub-contracts for work or services related to the declared **SCOPE OF WORK**.

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 Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the declared **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

#### **1.10 Performance Incentives**

The Contractor shall complete the project no later than thirty-six (36) months after the date of contract execution.

Should the Contractor complete the project within twenty-four (24) months of the date of contract execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twelve (12) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor complete the project within twelve (12) months of the date of contract execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by thirty-six (36) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

#### **1.11 Project Completion Amendment and Certified Project Completion Report**

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The Board will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.

- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. A final voucher for the remaining eligible funds.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the Board's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

#### **1.12 Project Signs**

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

#### **1.13 Rate and Term of Loan**

The Board shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

#### **1.14 Recapture**

The right of recapture shall exist for a period not to exceed three (3) years following contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the Board shall be entitled to its costs thereof, including attorney's fees.

These terms supersede the terms in Section 2.31. Recapture.

#### **1.15 Reimbursement Procedures and Payment**

If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this contract, as identified in Section 1.8. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Board will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and the Project Status Report, the Board shall promptly remit a warrant to the Contractor.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act, as described in Section 1.9, and
- A signed Public Works Trust Fund Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The Contractor shall submit all Invoice Vouchers and all required documentation to:

Contracts Administration Unit  
Department of Commerce  
PO Box 42525  
Olympia, WA 98504-2525

The Board will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the Board not more often than monthly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at 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 contract shall be made by the Board.

**Duplication of Billed Costs.** If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

**Disallowed Costs.** The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the Board a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Trust Fund monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Public Works Assistance Account by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

#### **1.16 Repayment**

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning at the end of the Deferral Period. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall

be on or before the "CONTRACT END DATE" shown on the Contract Face Sheet, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

#### **1.17 Reports**

The Contractor shall furnish the Board with:

- A. Project Status Reports with each Invoice Voucher,
- B. Project Reports at the end of each fiscal year,
- C. Certified Project Completion Report at project completion (as described in Section 1.12), and
- D. Other reports as the Board may require.

#### **1.18 Termination for Cause**

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the Board may terminate the Contract in whole or in part at any time. The Board shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause/Suspension.

#### **1.19 Termination for Convenience**

The Board may terminate this contract in the event that state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this contract. Termination will be effective when the Board sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

#### **1.20 Time of Performance**

No later than thirty six (36) months after the date of contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the Board extend the deadline for project completion. The Board may extend the deadline.

The term of this contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

#### **1.21 Special Conditions**

If **SPECIAL CONDITIONS** are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

#### **1.22 Loan Security**

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as **LOAN SECURITY**.



## **Part 2. GENERAL TERMS AND CONDITIONS**

### **2.1 DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "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.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "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.
- E. "State" shall mean the state of Washington.
- F. "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.

### **2.2 ADMINISTRATIVE COST ALLOCATION**

Administrative costs that may be allowed are set forth in the Specific Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Contractor. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

### **2.3 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.

### **2.4 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.

### **2.5 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.

### **2.6 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.

### **2.7 APPROVAL**

This contract shall be subject to the written approval of the BOARD'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.



## **2.8 ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

## **2.9 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.

## **2.10 AUDIT**

### **A. General Requirements**

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

THE BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

### **B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations**

Contractors expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance must also be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the BOARD.

### **C. Documentation Requirements**

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or by sending a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the BOARD.
- Copy of the Management Letter.

## **2.11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- 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 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
  - D. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- C. The Contractor 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, unless authorized by the BOARD.
- D. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

### **LOWER TIER COVERED TRANSACTIONS**

- a) 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.
  - b) 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.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

## **2.12 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.

## **2.13 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

2. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
3. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
4. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The 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 the BOARD 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 the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Contract whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the BOARD 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.

## **2.14 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.

## **2.15 COPYRIGHT PROVISIONS**

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 the BOARD. The BOARD 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 the BOARD 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 the BOARD 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 the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, 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 the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **2.16 DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **2.17 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 the the BOARD, 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.

## **2.18 DUPLICATE PAYMENT**

The 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.

## **2.19 ETHICS/CONFLICTS OF INTEREST**

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

## **2.20 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.

## **2.21 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the BOARD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the

Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, THE BOARD, the state of Washington, its officers, employees and authorized agents.

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.

## **2.22 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 the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD 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.

## **2.23 INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. 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, The BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD 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.

## **2.24 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, including, but not limited to:

### **United States Laws, Regulations and Circulars (Federal)**

- A. Audits  
Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."
- B. Environmental Protection and Review  
Coastal Barrier Resources Act of 1982, 16 U.S.C. 3501 et seq.  
HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.  
Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 also 24 CFR 982.401(j).  
National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality)  
Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.
- C. Flood Plains  
Flood Disaster Protection Act of 1973, 42 USC 4001-4128.
- D. Labor and Safety Standards  
All Rental Units Assisted with Federal Funds Must Meet the Section 8 Housing Quality Standards (HQS) and Local Housing Code Requirements for the duration of the Affordability Period.  
Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.  
Davis Bacon Act, 40 U.S.C. 276a-276a-5.  
Drug-Free Workplace Act of 1988, 41 USC 701 et seq.  
Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

Title IV of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4831, 24 CFR Part 35.

E. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90  
Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100. Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.

Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 U.S.C. 3601-19.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Programs.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

F. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

G. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining



any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

H. Privacy

Privacy Act of 1974, 5 U.S.C. 522a.

I. Relocation

Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.

Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 570.

## Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

## **2.25 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.

## **2.26 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.

## **2.27 LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

## **2.28 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 the BOARD. 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.

## **2.29 NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES**

The Contractor shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Contractor shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD’s Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

## **2.30 POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 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.

## **2.31 PREVAILING WAGE LAWS**

All contractors and subcontractors performing work on a construction project funded through this agreement shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

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 THE BOARD’s review upon request; or

The Davis Bacon Act, 40 U.S.C. 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

## **2.32 PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Contract.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Contract.

The Contractor’s procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
  - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.



- c. Positive efforts shall be made to use small and minority-owned businesses.
  - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - f. Some form of price or cost analysis should be performed in connection with every procurement action.
  - g. Procurement records and files for purchases shall include all of the following:
    - 1) Contractor selection or rejection.
    - 2) The basis for the cost or price.
    - 3) Justification for lack of competitive bids if offers are not obtained.
  - h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and Subcontractor must receive prior approval from the BOARD for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

### **2.33 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.

### **2.34 PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

### **2.35 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, The BOARD reserves the right to recapture funds in an amount to compensate the BOARD 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 the BOARD. In the alternative, The BOARD may recapture such funds from payments due under this contract.

### **2.36 RECORDS MAINTENANCE**

The Contractor shall maintain all 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 which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

### **2.37 REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

### **2.38 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 the BOARD, 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.

### **2.39 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, The BOARD may 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.

### **2.40 SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

### **2.41 SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the BOARD.

If THE BOARD 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, the BOARD 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 the BOARD 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 the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

### **2.42 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.

### **2.43 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.

### **2.44 TERMINATION FOR CAUSE / SUSPENSION**

In event the BOARD determines that the Contractor failed to comply with any term or condition of this Contract, the BOARD may terminate the Contract in whole or in part upon written notice to the

Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the BOARD upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the BOARD may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the BOARD to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the BOARD determines that the Contractor did not fail to comply with the terms of the Contract or when the BOARD determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, 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 contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

#### **2.45 TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, the BOARD 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, the BOARD 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.

#### **2.46 TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the BOARD, 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 related to the Contract;
- C. Assign to the BOARD all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the BOARD; and
- D. Preserve and transfer any materials, contract deliverables and/or the BOARD property in the Contractor's possession as directed by the BOARD.

Upon termination of the Contract, the BOARD shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The BOARD may withhold any amount due as the BOARD reasonably determines is necessary to protect the BOARD against potential loss or liability resulting from the termination. The BOARD shall pay any withheld amount to the Contractor if the BOARD later determines that loss or liability will not occur.

The rights and remedies of the BOARD under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

#### **2.47 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 THE BOARD.

#### **2.48 WORK HOURS AND SAFETY STANDARDS**

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided

that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## ATTACHMENT I: ATTORNEY'S CERTIFICATION

### PUBLIC WORKS BOARD ENERGY AND WATER EFFICIENCY PROGRAM CONSTRUCTION LOAN CONTRACT

City of Spokane  
EW13-961-116

I, Barbara A. Burns, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Contractor identified on the Declarations Page of the Contract identified above; and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the Public Works Trust Fund loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Signature of Attorney      WSBA 11345

\_\_\_\_\_  
Date

Barbara A. Burns  
Name

808 W. Spokane Falls Blvd., Spokane, WA 99201  
Address

BRIEFING PAPER  
Public Works Committee  
Capital Programs  
June 10, 2013

---

Subject

Public Works Trust Fund Water and Energy Efficiency Loan for the Garden Park Booster Station.

Background

The Garden Park Booster Station pumps water to two reservoirs in the City's Top pressure system which supplies water to the extreme southern portions of the City.

The Loan for the Garden Park Booster Station is for the installation of new pumps and connection piping and construction of a new pump house. The existing pumps have reached the end of their useful life and need to be replaced. These pumps are operating at an average efficiency of 56%. The new pumps will operate at an efficiency of 84%. This efficiency increase will result in approximately \$20,000 in energy savings per year.

This loan is required to be under contract by June 30, 2013. City Council will be briefed June 10th for action on June 17th in order to meet the short timeline.

Impact

The new booster station will allow water to be pumped more efficiently and reliably to supply the Top System.

Action

Council Approval of the Public Works Trust Fund Loan Agreement.

Funding

Public Works Trust Fund loan is for the amount of \$921,990 at an interest rate of 1.5 percent and a repayment period of 20 years. The total project cost is estimated to be \$1,650,000.



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

06/17/2013

<b><u>Date Rec'd</u></b>	6/5/2013
<b><u>Clerk's File #</u></b>	OPR 2013-0444
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	2010165
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	BT

<b><u>Submitting Dept</u></b>	ENGINEERING SERVICES
<b><u>Contact Name/Phone</u></b>	ELDON BROWN 625-6305
<b><u>Contact E-Mail</u></b>	EBROWN@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Contract Item
<b><u>Agenda Item Name</u></b>	0370-AGREEMENT-PLAYFAIR COMMERCE PARK

## **Agenda Wording**

Agreement between the City of Spokane and Playfair Commerce Park, LLC, for Playfair expenditures eligible for reimbursement in the amount of \$69,162.26 as part of the Haven Street LID.

## **Summary (Background)**

Playfair Commerce Park, LLC, hired a consultant (Thomas Dean and Hoskins) to perform certain engineering services as part of the Haven Street LID. Playfair directly paid Thomas Dean and Hoskins \$66,890.21 for its services during the project, and also paid Eclipse Traffic Control \$913.30 and Aztech Electric \$1,358.75, respectively, for services rendered on this project. The total amount is \$69,162.26 which is to be reimbursed to Playfair by the City.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 69,162.26	#	3200 49195 42800 54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	QUINTRALL, JAN	<b><u>Other</u></b>	
<b><u>Finance</u></b>	LESESNE, MICHELE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	BURNS, BARBARA	sdecker@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	pdolan@spokanecity.org	
<b><u>Additional Approvals</u></b>		mlesesne@spokanecity.org	
<b><u>Purchasing</u></b>		mhughes@spokanecity.org	
		htrautman@spokanecity.org	

## AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City" and the PLAYFAIR COMMERCE PARK, LLC, whose address is P.O. Box 11215, Spokane, Washington 99211-1215, as "Playfair".

WHEREAS, Playfair purchased the Playfair site from the City; and

WHEREAS, Playfair was required to construct certain street frontage improvements on Haven Street (2010165), adjacent the Playfair site, as a SEPA requirement to the grading permit application for the site development; and

WHEREAS, instead of just constructing its frontage improvements, Playfair chose to fully improve portions of Haven Street / Olive Avenue / Fiske Street using the Developer Local Improvement District (LID) Process; and

WHEREAS, the Developer LID included street and infrastructure improvements in streets as follows: starting at the southerly edge of the Union Pacific Railroad Right-of-Way on Haven Street just north of Sprague Avenue, proceeding north on Haven to Olive Avenue, proceeding east on Olive to Fiske Street, and thence north on Fiske to Alki Avenue; and

WHEREAS, Playfair returned the LID petition with over eighty percent (80%) support; and

WHEREAS, the LID was processed through the City Council in 2011/2012 with the assessment roll being finalized in 2012 prior to construction of the project; and

WHEREAS, Playfair prepared a Request for Proposals to select a consultant to provide design work, including preparation of design plans, an engineer's estimate, project coordination, and some construction administration (as-builts, construction coordination with adjacent property owners regarding irrigation for landscaping, etc.); and

WHEREAS, Thomas Dean and Hoskins was selected as the project consultant (Note: the firm is one of the top ranked consultants on the City's list of qualified consultants to perform this type of work); and

WHEREAS, City staff prepared the project specifications and performed the primary construction management for the project; and

WHEREAS, the LID project was bid and constructed in 2012 with costs coming under the previously finalized LID Assessments. Thus, staff has only to adjust the final assessment roll using final costs and does not need to go back to City Council; and



WHEREAS, Playfair directly paid Thomas Dean and Hoskins in the amount of \$66,890.21 for its services during the project; and also paid Eclipse Traffic Control (\$913.30) and Aztech Electric (\$1,358.75), respectively, for services included in the project. Thus, Playfair has paid a total of \$69,162.26 for services rendered on this project; and

WHEREAS, Playfair has an understanding with the City as follows:

- City will reimburse Playfair for the \$69,162.26
- City will include the \$69,162.26 as a “non-overhead” engineering expense in the final assessment roll ; and

WHEREAS, the cost of the reimbursement exceeds the minor contract threshold and requires approval by the City Council; -- Now, Therefore,

The Parties agree as follows:

1. REIMBURSEMENT. The City agrees to pay Playfair Commerce Park, LLC the sum of SIXTY NINE THOUSAND ONE HUNDRED SIXTY TWO AND 26/100 DOLLARS (\$69,162.26) as reimbursement for engineering expenses on the Haven Street LID Project within thirty (30) days of receipt of invoice including proper documentation of expenses.

2. PAYMENT. Payment will come from the sale of LID bonds for the improvements and shall be considered as a “non-overhead” engineering expense in the final assessment roll.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Dated: \_\_\_\_\_

PLAYFAIR COMMERCE PARK, LLC

E-Mail address, if available:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

06/17/2013

**Date Rec'd**

6/12/2013

**Clerk's File #**

CPR 2013-0002

**Renews #****Submitting Dept**

ACCOUNTING

**Cross Ref #****Contact Name/Phone**

KIM BUSTOS 625-6032

**Project #****Contact E-Mail**

KBUSTOS@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Claim Item

**Requisition #****Agenda Item Name**

5600-CLAIMS-2013

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 6/10/13.  
Total: \$ 1,430,944.52 with Parks & Library claims being approved by their respective boards. Claims excluding  
Parks & Library Total: \$ 1,358,884.82

**Summary (Background)**

Pages 1-14 Warrant nos. 470058 - 470342 ACH Payment nos. 10739 - 10768 On file for review in City Clerks  
Office: 14 Page listing of Claims

**Fiscal Impact****Budget Account**

Expense \$ 1,430,944.52

# various

Select \$

#

Select \$

#

Select \$

#

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

DOLAN, PAM

**Study Session****Division Director**

DOLAN, PAM

**Other****Finance**

DOLAN, PAM

**Distribution List****Legal**

BURNS, BARBARA

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing**

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 24

APPROVAL FUND SUMMARY

DATE: 06/11/13  
TIME: 10:29  
PAGE: 1

FUND	FUND NAME	AMOUNT
----	-----	-----
0100	GENERAL FUND	71,727.32
1100	STREET FUND	105,157.83
1200	CODE ENFORCEMENT FUND	1,572.00
1380	TRAFFIC CALMING MEASURES	851.25
1450	UNDER FREEWAY PARKING FUND	319.67
1460	PARKING METER REVENUE FUND	25.00
1630	COMBINED COMMUNICATIONS CENTER	1,000.00
1690	COMM DEVELOPMENT BLOCK GRANTS	41,223.03
1700	MISC COMM DEVELOP GRANTS	41,989.36
1710	HOME PROGRAM	187,335.09
1800	WIA ADULT PROGRAMS FUND	64,446.23
1810	WIA YOUTH PROGRAMS FUND	79,728.77
1820	WIA DISLOCATED WORKER FUND	60,700.82
1830	WIA GOVERNORS GRANT FUND	2,110.97
1840	WIA ADMINISTRATIVE COST POOL	5,266.83
1970	E M S FUND	6,926.00
3200	ARTERIAL STREET FUND	3,986.00
4100	WATER DIVISION	35,550.73
4300	SEWER FUND	44,473.10
4480	SOLID WASTE FUND	861.62
4490	SOLID WASTE DISPOSAL CONS FUND	850.19
5100	FLEET SERVICES FUND	29,475.70
5200	PUBLIC WORKS AND UTILITIES	3.00
5300	MIS FUND	45,000.00
5800	RISK MANAGEMENT FUND	10,303.81
5810	WORKERS' COMPENSATION FUND	34,019.47
5820	UNEMPLOYMENT COMPENSATION FUND	458.33
5830	EMPLOYEES BENEFITS FUND	385,410.34
5900	ASSET MANAGEMENT FUND OPS	3,451.23
6070	FIREFIGHTERS' PENSION FUND	46,742.49
6080	POLICE PENSION FUND	47,918.64
TOTAL:		1,358,884.82

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 24

DATE: 06/11/13  
TIME:  
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0100 - GENERAL FUND

JESSE YANCO	DEPOSIT-IDENTIFICATION BUR-CO	
5145 TYRONE AVE	CHECK NO. - 00470313	15.00
TOTAL FOR 0100 - GENERAL FUND		15.00

0230 - CIVIL SERVICE

AMERICAN PLANNING ASSOCIATION	ADVERTISING	
WASHINGTON CHAPTER	CHECK NO. - 00470109	50.00
CP TAYLOR	TRAVEL	
	CHECK NO. - 00470143	730.54
INT'L PUBLIC MGNT ASSN FOR HR	PROFESSIONAL CONTRACTS	
	CHECK NO. - 00470117	5,537.50
JEFFREY TAYLOR	TRAVEL	
	CHECK NO. - 00470144	568.95
ROBERT TRENARY	TRAVEL	
	CHECK NO. - 00470145	759.83
RONALD GRIFFIN	TRAVEL	
	CHECK NO. - 00470115	702.29
STEVEN PAULSEN	TRAVEL	
	CHECK NO. - 00470140	695.93
WA STATE DEPT OF REVENUE	PROFESSIONAL CONTRACTS	
	-	481.76
TOTAL FOR 0230 - CIVIL SERVICE		9,526.80

0320 - COUNCIL

GREATER HILLYARD BUSINESS ASSN	OTHER MISC CHARGES	
	CHECK NO. - 00470114	3,494.84
LEADERSHIP SPOKANE	REGISTRATION/SCHOOLING	
	CHECK NO. - 00470137	2,750.00
TOTAL FOR 0320 - COUNCIL		6,244.84

0370 - ENGINEERING SERVICES

NORTHWEST TECHNICAL SERVICES	CONTRACTUAL SERVICES	
INC	CHECK NO. - 00470325	613.20
SPOKANE COUNTY AUDITOR	LEGAL SERVICES	
SPOKANE COUNTY COURTHOUSE	CHECK NO. - 00470141	369.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0370 - ENGINEERING SERVICES		982.20
0440 - FIRE		
-----		
ACTION APPAREL	CLOTHING CHECK NO. - 00470281	6,476.22
BLUMENTHAL UNIFORMS & EQUIP	CLOTHING CHECK NO. - 00470285	2,697.82
CAR TOYS 20 WEST CALER	PROTECTIVE INSPECTION FEES CHECK NO. - 00470131	19.00
CASCADE FIRE PROTECTION 5104 W BRINKLEY RD	PROTECTIVE INSPECTION FEES CHECK NO. - 00470320	19.00
FASTENERS INC	OPERATING SUPPLIES CHECK NO. - 00470294	511.03
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80010761	14,100.00
JAMES W BOWEN	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80010746	115.00
KYLE CHASE	TRAVEL CHECK NO. - 00470286	411.26
SAFEWAY INC US CORPORTATE	PROTECTIVE INSPECTION FEES CHECK NO. - 00470136	133.00
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80010762	302.78
TOTAL FOR 0440 - FIRE		24,785.11
-----		
0470 - HISTORIC PRESERVATION		
-----		
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES CHECK NO. - 00470141	506.00
TOTAL FOR 0470 - HISTORIC PRESERVATION		506.00
-----		
0500 - LEGAL		
-----		
NANCY ISSERLIS	TRAVEL ACH PMT NO. - 80010764	231.65
TOTAL FOR 0500 - LEGAL		231.65
-----		
0520 - MAYOR		
-----		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ANNE RORHOLM	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80010765	164.85
TOTAL FOR 0520 - MAYOR		164.85
-----		
0680 - POLICE		
-----		
A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80010752	9,300.00
BLUMENTHAL UNIFORMS & EQUIP	CLOTHING CHECK NO. - 00470285	14,674.50
RICHARD M GOLDSTEIN	TUITION REIMBURSEMENT ACH PMT NO. - 80010748	5,283.00
TOTAL FOR 0680 - POLICE		29,257.50
		-----
0690 - PROBATION SERVICES		
-----		
VERIZON WIRELESS BELLEVUE	CONTRACTUAL SERVICES CHECK NO. - 00470148	13.37
TOTAL FOR 0690 - PROBATION SERVICES		13.37
		-----
1100 - STREET FUND		
-----		
JAMIE E LUNCEFORD	PERMITS/OTHER FEES CHECK NO. - 00470321	85.00
RAYMOND M CLARRY	PERMITS/OTHER FEES CHECK NO. - 00470287	85.00
SHAMROCK MANUFACTURING INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470330	60,747.86
SPECIAL ASPHALT PRODUCTS	MINOR EQUIPMENT CHECK NO. - 00470333	2,024.00
SPECIAL ASPHALT PRODUCTS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470333	37,392.69
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00470142	23.09
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES CHECK NO. - 00470336	4,800.19
TOTAL FOR 1100 - STREET FUND		105,157.83
		-----
1200 - CODE ENFORCEMENT FUND		
-----		



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GUSTAFSON & HOGAN PS 1500 W 4TH ST # 408	DEMOLITION LIENS CHECK NO. - 00470129	500.00
RICHARD UNGER 3328 W 2ND AVE	DEMOLITION LIENS CHECK NO. - 00470130	500.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES CHECK NO. - 00470141	72.00
WELLS FARGO BANK NA X25804-017 CUSTOMER SERVICE	DEMOLITION LIENS CHECK NO. - 00470304	500.00

TOTAL FOR 1200 - CODE ENFORCEMENT FUND 1,572.00

1380 - TRAFFIC CALMING MEASURES

GEFFREY THOMPSON 1322 W KATHLEEN AVE STE 1	NON-TRAFFIC INFRACTIONS CHECK NO. - 00470312	148.00
JANET & BRIAN HOWE 4029 W ROWAN AVE	NON-TRAFFIC INFRACTIONS CHECK NO. - 00470309	191.03
JENNE HANSEN 1214 E KIERNER	NON-TRAFFIC INFRACTIONS CHECK NO. - 00470306	101.60
KARA ERICKSON 10404 SE 174TH ST APT 8314	NON-TRAFFIC INFRACTIONS CHECK NO. - 00470308	24.00
KENNETH COUCH 13110 S CHENEY SPOKANE RD	NON-TRAFFIC INFRACTIONS CHECK NO. - 00470311	124.00
MARY KRISTINE & CHARLES UMBARGER	NON-TRAFFIC INFRACTIONS CHECK NO. - 00470310	25.00
ROBYN KELLY 671 BAKER LAKE RD	NON-TRAFFIC INFRACTIONS CHECK NO. - 00470307	39.00
STEPHEN DEMOTTS 3019 W BOONE AVE	NON-TRAFFIC INFRACTIONS CHECK NO. - 00470305	198.62

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES 851.25

1450 - UNDER FREEWAY PARKING FUND

GRANT A WENCEL,	CONTRACTUAL SERVICES ACH PMT NO. - 80010767	319.67
-----------------	--	--------

TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND 319.67

1460 - PARKING METER REVENUE FUND

COUPLE OF CHEFS CATERING PO BOX 324	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00470132	25.00
--	--	-------

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1460 - PARKING METER REVENUE FUND		25.00
-----		
1630 - COMBINED COMMUNICATIONS CENTER		
-----		
HRA VEBA TRUST	VEBA POST EMPLOYMENT	
HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80010761	1,000.00
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		1,000.00
		-----
1690 - COMM DEVELOPMENT BLOCK GRANTS		
-----		
KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES	
	CHECK NO. - 00470128	41,223.03
TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS		41,223.03
		-----
1700 - MISC COMM DEVELOP GRANTS		
-----		
KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES	
	CHECK NO. - 00470127	41,989.36
TOTAL FOR 1700 - MISC COMM DEVELOP GRANTS		41,989.36
		-----
1710 - HOME PROGRAM		
-----		
INLAND EMPIRE RESIDENTIAL RESOURCES	CONTRACTUAL SERVICES	
	CHECK NO. - 00470301	186,841.96
KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES	
	CHECK NO. - 00470119	493.13
TOTAL FOR 1710 - HOME PROGRAM		187,335.09
		-----
1800 - WIA ADULT PROGRAMS FUND		
-----		
CAREER PATH SERVICES	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80010743	47,890.26
CLARK NUBER P S	SOFTWARE (NONCAPITALIZED)	
	CHECK NO. - 00470112	711.43
WA STATE EMPLOYMENT SECURITY DEPARTMENT	STATE EMPLOYMENT SECURITY	
	CHECK NO. - 00470149	15,844.54
TOTAL FOR 1800 - WIA ADULT PROGRAMS FUND		64,446.23
		-----
1810 - WIA YOUTH PROGRAMS FUND		
-----		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CAREER PATH SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80010743	52,901.45
CLARK NUBER P S	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00470112	711.43
GOODWILL INDUSTRIES OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00470113	7,145.72
NORTHEAST WASHINGTON ESD 101	SCHOOLS/UNIVERSITIES CHECK NO. - 00470139	18,048.70
XO COMMUNICATIONS INC	TELEPHONE CHECK NO. - 00470151	921.47
TOTAL FOR 1810 - WIA YOUTH PROGRAMS FUND		79,728.77
-----		
1820 - WIA DISLOCATED WORKER FUND		
CAREER PATH SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80010743	59,989.40
CLARK NUBER P S	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00470112	711.42
TOTAL FOR 1820 - WIA DISLOCATED WORKER FUND		60,700.82
		-----
1830 - WIA GOVERNORS GRANT FUND		
NORTHEAST WASHINGTON ESD 101	CONTRACTUAL SERVICES CHECK NO. - 00470139	2,110.97
TOTAL FOR 1830 - WIA GOVERNORS GRANT FUND		2,110.97
		-----
1840 - WIA ADMINISTRATIVE COST POOL		
ACT INC	OTHER MISC CHARGES CHECK NO. - 00470108	793.00
DAWN KARBER	TRAVEL ACH PMT NO. - 80010749	106.55
MARK E MATTKE	TRAVEL ACH PMT NO. - 80010750	114.06
MEAD ENTERPRISES LLC	CONTRACTUAL SERVICES CHECK NO. - 00470138	3,423.20
US CONFERENCE OF MAYORS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00470146	750.00
VERIZON WIRELESS BELLEVUE	POSTAGE CHECK NO. - 00470148	80.02

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1840 - WIA ADMINISTRATIVE COST POOL		5,266.83
1970 - E M S FUND		
-----		
ACTION APPAREL	CLOTHING CHECK NO. - 00470281	1,856.50
DEACONESS MEDICAL CENTER PHARMACY	SAFETY SUPPLIES CHECK NO. - 00470292	3,129.24
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80010761	800.00
INK HEALTH LLC	SAFETY SUPPLIES CHECK NO. - 00470300	933.30
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80010762	206.96
TOTAL FOR 1970 - E M S FUND		6,926.00
-----		
3200 - ARTERIAL STREET FUND		
-----		
SPOKANE COUNTY TREASURER	RIGHT OF WAY ACH PMT NO. - 80010744	3,986.00
TOTAL FOR 3200 - ARTERIAL STREET FUND		3,986.00
-----		
4100 - WATER DIVISION		
-----		
BANNER FURNACE & FUEL	OPERATING SUPPLIES CHECK NO. - 00470110	133.80
BRIAN POIRIER 2003 W RIVERSIDE AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00470319	670.67
CENTURY 21 BEUTLER CDA/ FREDDIE MAC ATTN: CARRIE OJA	REFUNDS OR BAD CHECKS CHECK NO. - 00470133	4.36
CENTURYLINK	TELEPHONE CHECK NO. - 00470111	69.40
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER CHECK NO. - 00470290	28,981.49
HASKINS STEEL CO INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80010754	682.42
LANCE MUELLER 2820 E 53RD AVE # 46	REFUNDS OR BAD CHECKS CHECK NO. - 00470317	5.63
LOYCE MORTON 6912 N WHITEHOUSE	REFUNDS OR BAD CHECKS CHECK NO. - 00470314	14.09

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OXARC INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00470326	501.11
RENCORP REALTY 227 W RIVERSIDE AVE STE C	REFUNDS OR BAD CHECKS CHECK NO. - 00470318	81.52
TED MILLER CONSTRUCTION INC 6527 WEST SKAGIT AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00470316	23.46
WILBERT PRECAST INC/DIV OF WILBERT VAULT/SPOKANE WILBERT	INVENTORY PURCHASES FOR WATER CHECK NO. - 00470342	4,382.78
TOTAL FOR 4100 - WATER DIVISION		35,550.73
4300 - SEWER FUND		
CENTURY 21 BEUTLER CDA/ FREDDIE MAC ATTN: CARRIE OJA	REFUNDS OR BAD CHECKS CHECK NO. - 00470133	55.11
LANCE MUELLER 2820 E 53RD AVE # 46	REFUNDS OR BAD CHECKS CHECK NO. - 00470317	22.05
LOYCE MORTON 6912 N WHITEHOUSE	REFUNDS OR BAD CHECKS CHECK NO. - 00470314	55.11
RENCORP REALTY 227 W RIVERSIDE AVE STE C	REFUNDS OR BAD CHECKS CHECK NO. - 00470318	76.26
TOTAL FOR 4300 - SEWER FUND		208.53
4310 - SEWER MAINTENANCE DIVISION		
CENTURYLINK	TELEPHONE CHECK NO. - 00470111	82.52
DAS MANUFACTURING INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00470291	4,497.00
MEYERS, E CHARLES JR	LOCAL MILEAGE CHECK NO. - 00470324	114.13
SPOKANE COUNTY TREASURER	PERMITS/OTHER FEES ACH PMT NO. - 80010745	125.00
SPOKANE HOUSE OF HOSE INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00470334	2,560.91
STEVE HERRES	PERMITS/OTHER FEES CHECK NO. - 00470299	45.00
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINTENANCE -	391.24
WHITE BLOCK COMPANY INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470340	256.88

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		8,072.68
4320 - ADVANCED WASTEWATER TRTMT PLNT		
-----		
APSCO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470283	24,643.16
WHITNEY EQUIPMENT COMPANY INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00470341	2,117.91
WHITNEY EQUIPMENT COMPANY INC	MINOR EQUIPMENT CHECK NO. - 00470341	4,339.52
TOTAL FOR 4320 - ADVANCED WASTEWATER TRTMT PLNT		31,100.59
-----		
4370 - SEWER CONSTRUCTION FUND		
-----		
ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00470280	5,091.30
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		5,091.30
-----		
4480 - SOLID WASTE FUND		
-----		
CENTIMARK CORPORATION 12 GRANDVIEW CIRCLE	REFUNDS OR BAD CHECKS CHECK NO. - 00470134	500.00
DORIS SMIGAJ 312 W HASTINGS RD APT #101	REFUNDS OR BAD CHECKS CHECK NO. - 00470315	32.19
LANCE MUELLER 2820 E 53RD AVE # 46	REFUNDS OR BAD CHECKS CHECK NO. - 00470317	5.93
RENCORP REALTY 227 W RIVERSIDE AVE STE C	REFUNDS OR BAD CHECKS CHECK NO. - 00470318	92.98
TOTAL FOR 4480 - SOLID WASTE FUND		631.10
-----		
4490 - SOLID WASTE DISPOSAL CONS FUND		
-----		
GROUP W MARKETING INC KIDS NEWSPAPER	ADVERTISING CHECK NO. - 00470118	435.00
HIBU ATTN: CUSTOMER SERVICE	ADVERTISING CHECK NO. - 00470116	188.28
PAMELA CLARKE	MINOR EQUIPMENT ACH PMT NO. - 80010747	5.15
ROD NELSON 20517 N THOR RD	COLBERT TS DISPOSAL CHECK NO. - 00470135	221.76

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4490 - SOLID WASTE DISPOSAL CONS FUND		850.19
-----		
4500 - SOLID WASTE MANAGEMENT		
-----		
GEOFFREY D GLENN	LOCAL MILEAGE CHECK NO. - 00470298	189.05
JENNIFER WERNER	LOCAL MILEAGE CHECK NO. - 00470150	41.47
TOTAL FOR 4500 - SOLID WASTE MANAGEMENT		230.52
-----		
5100 - FLEET SERVICES FUND		
-----		
ATLAS BOILER AND EQUIPMENT CO DBA NBI	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470284	1,171.04
CLYDE/WEST INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00470288	317.44
CLYDE/WEST INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470288	1,898.17
EMPIRE BOLT AND SCREW INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470293	44.95
FASTENERS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470294	125.61
FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00470295	5,804.58
FREEDOM TRUCK CENTERS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00470296	4,966.84
FREEDOM TRUCK CENTERS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470296	456.86
GALL'S INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470297	347.36
JEFF'S CUSTOM AUTO DETAIL	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00470303	184.73
JL CONSTRUCTION	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470302	2,425.12
MAINTENANCE SOLUTIONS INC	OPERATING SUPPLIES CHECK NO. - 00470322	823.35
MCKINSTRY CO LLC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470323	4,950.65
PACIFIC POWER PRODUCTS ATTN ACCOUNTS RECEIVABLE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00470327	1,227.43

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SIGN MAN INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470331	1,032.66
SIX ROBBLEES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470332	758.36
SOLID WASTE SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80010757	284.88
SPOKANE HOUSE OF HOSE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470334	363.86
THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00470335	267.13
TIFCO INDUSTRIES	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80010758	723.57
TRANSPORT EQUIPMENT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80010759	369.93
UNITED LABORATORIES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470337	291.53
W W GRAINGER INC	MINOR EQUIPMENT CHECK NO. - 00470338	182.80
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	30.22
WESTERN PETERBILT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80010763	315.19
WESTSIDE MOTORSPORTS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00470339	111.44
TOTAL FOR 5100 - FLEET SERVICES FUND		29,475.70
5200 - PUBLIC WORKS AND UTILITIES		
-----		
LANCE MUELLER 2820 E 53RD AVE # 46	REFUNDS OR BAD CHECKS CHECK NO. - 00470317	1.50
RENCORP REALTY 227 W RIVERSIDE AVE STE C	REFUNDS OR BAD CHECKS CHECK NO. - 00470318	1.50
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		3.00
5300 - MIS FUND		
-----		
PITNEY BOWES RESERVE ACCOUNT POSTAGE BY PHONE RESERVE ACCT	PREPAID POSTAGE CHECK NO. - 00470329	45,000.00
TOTAL FOR 5300 - MIS FUND		45,000.00



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80010760	10,303.81
		-----
TOTAL FOR 5800 - RISK MANAGEMENT FUND		10,303.81

5810 - WORKERS' COMPENSATION FUND

AON eSOLUTIONS INC	ADVISORY TECHNICAL SERVICE	
BISHOP RANCH 8	ACH PMT NO. - 80010753	33,783.30
DARREN J STAGEBERG	LOCAL MILEAGE	
	ACH PMT NO. - 80010766	236.17
		-----
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		34,019.47

5820 - UNEMPLOYMENT COMPENSATION FUND

NATIONAL EMPLOYERS COUNCIL INC	INSURANCE ADMINISTRATION	
DBA PEOPLESYSTEMS	CHECK NO. - 00470328	458.33
		-----
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		458.33

5830 - EMPLOYEES BENEFITS FUND

LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS	
	ACH PMT NO. - 80010755	17,789.60
PREMERA BLUE CROSS OR	INSURANCE CLAIMS	
SPOKANE CITY TREASURER	ACH PMT NO. - 80010756	332,587.45
WASHINGTON DENTAL SERVICE OR	INSURANCE ADMINISTRATION	
CITY OF SPOKANE	ACH PMT NO. - 80010768	3,127.83
WASHINGTON DENTAL SERVICE OR	INSURANCE CLAIMS	
CITY OF SPOKANE	ACH PMT NO. - 80010768	31,905.46
		-----
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		385,410.34

5900 - ASSET MANAGEMENT FUND OPS

COBRA BEC, INC	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00470289	3,451.23
		-----
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		3,451.23

6200 - FIREFIGHTERS' PENSION FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES CHECK NO. - 00470147	175.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80010755	3,581.60
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80010756	42,985.89
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		46,742.49
6300 - POLICE PENSION		
DAVID N ANDERSON	TRAVEL CHECK NO. - 00470282	160.15
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES CHECK NO. - 00470147	175.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80010755	2,841.60
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80010756	44,741.89
TOTAL FOR 6300 - POLICE PENSION		47,918.64
TOTAL CLAIMS		1,358,884.82

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CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	903.22	68.20	62.97
00470058	ABC OFFICE EQUIPMENT COMPANY		123.51	
00470059	ALSCO, DIVISION OF ALSCO INC		34.82	
00470060	AUDIO EDITIONS		263.85	
00470061	AVISTA UTILITIES		14,279.27	
00470062	BAKER & TAYLOR BOOKS		4,253.46	
00470063	MARK BELOIT		14.40	
00470064	BLACK BOX NETWORK SERVICES		1,196.79	
00470065	BLACKSTONE AUDIO BOOKS INC		10.00	
00470066	CENGAGE LEARNING INC		326.72	
00470067	CENTURYLINK		44.40	
00470068	CONTROL SOLUTIONS NW INC		1,625.95	
00470069	DEMCO INC		56.54	
00470070	DEX MEDIA WEST LLC		31.60	
00470071	DISC GO TECHNOLOGIES INC		24.95	
00470072	EMPIRE OFFICE MACHINES INC		108.72	
00470073	EMPIRE SPRAY SERVICE		230.45	
00470074	FEDERAL EXPRESS CORP/DBA FED		52.75	
00470075	GOLD SEAL MECHANICAL INC		651.69	
00470076	CHRISTINE L LEMIEUX		44.93	
00470077	MIDWEST TAPE		2,832.24	
00470078	NW MAILING INC		163.04	
00470079	OFFICEMAX INC/A BOISE COMPAN		365.44	
00470080	OVERDRIVE INC		714.91	
00470081	PRO SIGN INC		239.14	
00470082	PRO WINDOW CLEANING INC		3,076.00	
00470083	RAINBOW ELECTRIC INC		369.58	
00470084	RAY-PAC, INC		560.85	
00470085	RECORDED BOOKS INC		1,183.03	
00470086	WON-DOOR CORPORATION		485.00	
00470087	ANTHONY'S RESTAURANTS			2,933.60
00470088	CLINKERDAGGERS			4,270.00
00470089	FROSTY ICE/DIV OF R PLUM COR			156.00
00470090	HOLDEN, DAVID			635.00
00470091	KOTZIAN, BRIAN			35.00
00470092	LAKE CITY JR ACADEMY			15.00
00470093	SANDSTONE MIDDLE SCHOOL			66.00
00470094	SCOTT, KOURTNEY			320.00
00470095	STORYBOOK FARM PONY RIDES			109.00
00470096	THE PEPSI BOTTLING GROUP			789.56
00470097	S & S ARTS & CRAFTS/DIV OF			723.69
00470098	SIMPLOT PARTNERS			5,840.79
00470099	SPOKANE REGIONAL HEALTH DIST			8,510.00
00470100	SYSCO FOOD SERVICES INC			9,646.65
00470101	TERRA TECH LLC			227.48
00470102	T-MOBILE			68.69
00470103	VERIZON WIRELESS BELLEVUE			666.56
00470104	WILBUR ELLIS COMPANY			399.21
00470105	WILDROSE GRAPHICS LTD/			740.31
00470106	XO COMMUNICATIONS INC			242.99
00470107	DIAN ZAHNER			346.50
00470108	ACT INC	793.00		
00470109	AMERICAN PLANNING ASSOCIATIO	50.00		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00470110	BANNER FURNACE & FUEL	133.80		
00470111	CENTURYLINK	151.92		
00470112	CLARK NUBER P S	2,134.28		
00470113	GOODWILL INDUSTRIES OF THE	7,145.72		
00470114	GREATER HILLYARD BUSINESS AS	3,494.84		
00470115	RONALD GRIFFIN	702.29		
00470116	HIBU	188.28		
00470117	INT'L PUBLIC MGNT ASSN FOR H	5,537.50		
00470118	GROUP W MARKETING INC	435.00		
00470119	KIEMLE & HAGOOD COMPANY	1,653.69		
00470120	KIEMLE & HAGOOD COMPANY	20,322.55		
00470121	KIEMLE & HAGOOD COMPANY	10,054.75		
00470122	KIEMLE & HAGOOD COMPANY	2,174.00		
00470123	KIEMLE & HAGOOD COMPANY	14,990.82		
00470124	KIEMLE & HAGOOD COMPANY	3,842.55		
00470125	KIEMLE & HAGOOD COMPANY	864.77		
00470126	KIEMLE & HAGOOD COMPANY	9,064.60		
00470127	KIEMLE & HAGOOD COMPANY	11,052.62		
00470128	KIEMLE & HAGOOD COMPANY	9,685.17		
00470129	GUSTAFSON & HOGAN PS	500.00		
00470130	RICHARD UNGER	500.00		
00470131	CAR TOYS	19.00		
00470132	COUPLE OF CHEFS CATERING	25.00		
00470133	CENTURY 21 BEUTLER CDA/	59.47		
00470134	CENTIMARK CORPORTATION	500.00		
00470135	ROD NELSON	221.76		
00470136	SAFEWAY INC	133.00		
00470137	LEADERSHIP SPOKANE	2,750.00		
00470138	MEAD ENTERPRISES LLC	3,423.20		
00470139	NORTHEAST WASHINGTON ESD 101	20,159.67		
00470140	STEVEN PAULSEN	695.93		
00470141	SPOKANE COUNTY AUDITOR	947.00		
00470142	SPOKANE COUNTY WATER DIST NO	23.09		
00470143	CP TAYLOR	730.54		
00470144	JEFFREY TAYLOR	568.95		
00470145	ROBERT TRENARY	759.83		
00470146	US CONFERENCE OF MAYORS	750.00		
00470147	LEONARD J VANDERBOSCH MD	350.00		
00470148	VERIZON WIRELESS BELLEVUE	93.39		
00470149	WA STATE EMPLOYMENT SECURITY	15,844.54		
00470150	JENNIFER WERNER	41.47		
00470151	XO COMMUNICATIONS INC	921.47		
00470280	ABADAN REPROGRAPHICS	5,091.30		
00470281	ACTION APPAREL	8,332.72		
00470282	DAVID N ANDERSON	160.15		
00470283	APSCO INC	24,643.16		
00470284	ATLAS BOILER AND EQUIPMENT C	1,171.04		
00470285	BLUMENTHAL UNIFORMS & EQUIP	17,372.32		
00470286	KYLE CHASE	411.26		
00470287	RAYMOND M CLARRY	85.00		
00470288	CLYDE/WEST INC	2,215.61		
00470289	COBRA BEC, INC	3,451.23		
00470290	CONSOLIDATED SUPPLY CO	28,981.49		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00470291	DAS MANUFACTURING INC	4,497.00		
00470292	DEACONESS MEDICAL CENTER	3,129.24		
00470293	EMPIRE BOLT AND SCREW INC	44.95		
00470294	FASTENERS INC	636.64		
00470295	FLEET PAINTING INC	5,804.58		
00470296	FREEDOM TRUCK CENTERS INC	5,423.70		
00470297	GALL'S INC	347.36		
00470298	GEOFFREY D GLENN	189.05		
00470299	STEVE HERRES	45.00		
00470300	INK HEALTH LLC	933.30		
00470301	INLAND EMPIRE RESIDENTIAL	186,841.96		
00470302	JL CONSTRUCTION	2,425.12		
00470303	JEFF'S CUSTOM AUTO DETAIL	184.73		
00470304	WELLS FARGO BANK NA	500.00		
00470305	STEPHEN DEMOTTS	198.62		
00470306	JENNE HANSEN	101.60		
00470307	ROBYN KELLY	39.00		
00470308	KARA ERICKSON	24.00		
00470309	JANET & BRIAN HOWE	191.03		
00470310	MARY KRISTINE &	25.00		
00470311	KENNETH COUCH	124.00		
00470312	GEFFREY THOMPSON	148.00		
00470313	JESSE YANCO	15.00		
00470314	LOYCE MORTON	69.20		
00470315	DORIS SMIGAJ	32.19		
00470316	TED MILLER CONSTRUCTION INC	23.46		
00470317	LANCE MUELLER	35.11		
00470318	RENCORP REALTY	252.26		
00470319	BRIAN POIRIER	670.67		
00470320	CASCADE FIRE PROTECTION	19.00		
00470321	JAMIE E LUNCEFORD	85.00		
00470322	MAINTENANCE SOLUTIONS INC	823.35		
00470323	MCKINSTRY CO LLC	4,950.65		
00470324	MEYERS, E CHARLES JR	114.13		
00470325	NORTHWEST TECHNICAL SERVICES	613.20		
00470326	OXARC INC	501.11		
00470327	PACIFIC POWER PRODUCTS	1,227.43		
00470328	NATIONAL EMPLOYERS COUNCIL I	458.33		
00470329	PITNEY BOWES RESERVE ACCOUNT	45,000.00		
00470330	SHAMROCK MANUFACTURING INC	60,747.86		
00470331	SIGN MAN INC	1,032.66		
00470332	SIX ROBBLEES INC	758.36		
00470333	SPECIAL ASPHALT PRODUCTS	39,416.69		
00470334	SPOKANE HOUSE OF HOSE INC	2,924.77		
00470335	THERMO KING NORTHWEST	267.13		
00470336	TRAFFIC SAFETY SUPPLY INC	4,800.19		
00470337	UNITED LABORATORIES INC	291.53		
00470338	W W GRAINGER INC	182.80		
00470339	WESTSIDE MOTORSPORTS	111.44		
00470340	WHITE BLOCK COMPANY INC	256.88		
00470341	WHITNEY EQUIPMENT COMPANY IN	6,457.43		
00470342	WILBERT PRECAST INC/DIV OF	4,382.78		
80010739	ALLIED FIRE & SECURITY/DIV O		147.29	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80010740	DELL MARKETING LP		113.58	
80010741	FERGUSON ENTERPRISES INC			1,354.17
80010742	WCP SOLUTIONS		207.43	
80010743	CAREER PATH SERVICES	160,781.11		
80010744	SPOKANE COUNTY TREASURER	3,986.00		
80010745	SPOKANE COUNTY TREASURER	125.00		
80010746	JAMES W BOWEN	115.00		
80010747	PAMELA CLARKE	5.15		
80010748	RICHARD M GOLDSTEIN	5,283.00		
80010749	DAWN KARBER	106.55		
80010750	MARK E MATTKE	114.06		
80010752	A W REHN & ASSOCIATES INC OR	9,300.00		
80010753	AON eSOLUTIONS INC	33,783.30		
80010754	HASKINS STEEL CO INC	682.42		
80010755	LIFEWISE ASSURANCE CO	24,212.80		
80010756	PREMERA BLUE CROSS OR	420,315.23		
80010757	SOLID WASTE SYSTEMS INC	284.88		
80010758	TIFCO INDUSTRIES	723.57		
80010759	TRANSPORT EQUIPMENT INC	369.93		
80010760	US BANK OR CITY TREASURER	10,303.81		
80010761	HRA VEBA TRUST	15,900.00		
80010762	WCP SOLUTIONS	509.74		
80010763	WESTERN PETERBILT INC	315.19		
80010764	NANCY ISSERLIS	231.65		
80010765	ANNE RORHOLM	164.85		
80010766	DARREN J STAGEBERG	236.17		
80010767	GRANT A WENCEL,	319.67		
80010768	WASHINGTON DENTAL SERVICE OR	35,033.29		
		1,358,884.82	33,900.53	38,159.17
				=====
		CITYWIDE TOTAL:		1,430,944.52

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

06/17/2013

**Date Rec'd**

6/12/2013

**Clerk's File #**

CPR 2013-0003

**Renews #****Submitting Dept**

ACCOUNTING

**Cross Ref #****Contact Name/Phone**

PAM DOLAN 6034

**Project #****Contact E-Mail**

PDOLAN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Claim Item

**Requisition #****Agenda Item Name**

5600-ACCOUNTING-PAYROLL

**Agenda Wording**

Report of the Mayor of pending payroll claims of previously approved obligations through: June 8, 2013.  
Payroll check #513522 through check #513966 \$6,005,960.21

**Summary (Background)**

N/A

**Fiscal Impact****Budget Account**

Expense \$ 6,005,960.21

# N/A

Select \$

#

Select \$

#

Select \$

#

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

DOLAN, PAM

**Study Session****Division Director**

DOLAN, PAM

**Other****Finance**

DOLAN, PAM

**Distribution List****Legal**

BURNS, BARBARA

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing**

**PAYROLL RECAP BY FUND**  
**PAY PERIOD ENDING JUNE 8, 2013**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	5,227.20
0070	ADMINISTRATIVE SERVICES	0.00
0140	ARTS	0.00
0230	CIVIL SERVICE	18,337.60
0260	CITY CLERK	11,490.41
0300	HUMAN SERVICES	903.60
0320	COUNCIL	19,187.93
0330	PUBLIC AFFAIRS / COMMUNICATIONS	8,364.80
0350	COMMUNITY CENTERS	0.00
0370	ENGINEERING SERVICES	158,961.38
0380	ENTERTAINMENT FACILITIES	1,346.57
0410	FINANCE	27,937.60
0440	FIRE	949,309.84
0450	CD/HS DIVISION	15,254.76
0470	HISTORIC PRESERVATION	2,908.80
0500	LEGAL	107,187.38
0520	MAYOR	22,954.46
0550	NEIGHBORHOOD SERVICES	5,445.60
05601	MUNICIPAL COURT	85,114.17
05602	PARKING VIOLATIONS	5,404.02
0570	OFFICE OF HEARING EXAMINER	5,218.40
0580	OFFICE OF YOUTH	0.00
0620	HUMAN RESOURCES	24,762.00
0650	PLANNING SERVICES	42,938.66
0680	POLICE	1,350,886.94
0690	PROBATION SERVICES	30,898.40
0700	PUBLIC DEFENDERS	68,345.31
0750	ECONOMIC DEVELOPMENT	9,093.61
0770	REAL ESTATE & FACILITIES	0.00
0780	BUSINESS & DEVELOPMENT SERVICES	0.00
0860	TREASURER	0.00
0890	WEIGHTS & MEASURES	0.00
	TOTAL GENERAL FUND	2,977,479.44



FUND	FUND NAME	TOTAL
1100	STREET	220,986.12
1200	CODE ENFORCEMENT	28,174.87
1300	LIBRARY	185,072.26
1390	URBAN FORESTRY FUND	9,023.58
1400	PARKS AND RECREATION	275,569.72
1460	PARKING METER	22,900.65
1510	LAW ENFORCEMENT INFO SYSTEM FUND	37,422.00
1530	LAW ENFORCEMENT BLOCK GRANT FUND	720.00
1540	HUMAN SERVICES GRANTS	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	7,116.01
1630	COMBINED COMMUNICATIONS CENTER	73,036.35
1650	COMMUNITY & ECONOMIC DEVELOPMENT	0.00
1680	CD/HS	31,645.35
1820	WIA DISLOCATED WORKERS FUND	0.00
1830	WIA GOVERNORS GRANT FUND	0.00
1840	WIA ADMINISTRATIVE COST POOL	14,133.84
1970	EMS FUND	190,909.14
4100	WATER	365,932.53
4300	SEWER	447,894.98
4480	REFUSE	419,606.39
4490	SOLID WASTE	20,649.00
4600	GOLF	52,265.93
4700	GENERAL SERVICES FUND	92,295.72
5100	FLEET SERVICE	98,926.36
5200	PUBLIC WORKS & UTILITY FUND	50,859.46
5300	MIS	140,460.94
5600	ACCOUNTING SERVICES	132,092.78
5800	RISK MANAGEMENT	0.00
5810	WORKER'S COMPENSATION	9,577.04
5830	SELF-FUNDED MEDICAL/DENTAL	7,300.01
5900	ASSET MANAGEMENT	41,684.67
6060	CITY RETIREMENT	20,861.88
6750	REGIONAL PLAN	28,997.59
6780	EMS PROGRAM DIRECTOR	2,365.60
	TOTAL	6,005,960.21

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

06/17/2013

**Date Rec'd**

6/10/2013

**Clerk's File #**

OPR 2013-0448

**Renews #****Submitting Dept**

CITY ATTORNEY

**Cross Ref #****Contact Name/Phone**

PAT DALTON 625-6283

**Project #****Contact E-Mail**

PDALTON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

INTERLOCAL AGREEMENT

**Agenda Wording**

An Interlocal Agreement between Spokane County and City of Spokane to establish the Spokane Area Workforce Development Council as a WA Non-Profit Corp. and Designate the SAWDC as the Fiscal and Administrative Agent of the Spokane Area Consortium.

**Summary (Background)**

The City has for years sponsored the Workforce Development Council as a City Department. However, this structure limited the WDC's fundraising abilities and it was determined that the WDC could be more cost-efficient and better able to take advantage of other funding opportunities as a stand-alone corporation. This Interlocal Agreement establishes the WDC as a non-profit corporation that can stand on its own.

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

DALTON, PAT

**Study Session****Division Director****Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

DALTON, PAT

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing**

INTERLOCAL AGREEMENT  
BETWEEN  
SPOKANE COUNTY, WASHINGTON  
and  
CITY OF SPOKANE, WASHINGTON  
TO ESTABLISH THE  
SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL  
AS A  
WASHINGTON NON-PROFIT CORPORATION  
AND TO DESIGNATE THE  
SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL  
AS THE FISCAL AND ADMINISTRATIVE AGENT OF  
THE SPOKANE AREA CONSORTIUM

WHEREAS, the Congress of the United States has enacted the Workforce Investment Act of 1998, P.L. 105-220, 29 U.S.C. § 2801 et. seq., (WIA) to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation; and

WHEREAS, the County of Spokane and the City of Spokane constitute a jurisdiction as a Workforce Development Area (Workforce Development Area XII) pursuant to the Governor's approval; and

WHEREAS, the WIA provides in 29 U.S.C. § 2832(c)(3)(B) that in a case in which a local area includes more than 1 unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials (1) in the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria established in the WIA, and (2) in carrying out any other responsibilities assigned to such officials under the WIA; and

WHEREAS, the Interlocal Cooperation Act of 1967, chapter 39.34, RCW, permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities; and

WHEREAS, by interlocal agreement, the County of Spokane (hereinafter the "COUNTY") and the City of Spokane (hereinafter the "CITY") have formed the Spokane Area Consortium ("Consortium") to oversee workforce activities; and

WHEREAS, the WIA requires the establishment of a Workforce Development Council to provide policy guidance and oversight with respect to a local five year strategic and operational plan for the local Workforce Development Area; and

WHEREAS, RCW 39.34.030(3)(b) provides that public agencies are authorized to create a non-profit corporation comprised only of public agencies for the purpose of implementing the county's and city's activities through a joint undertaking; and

WHEREAS, the COUNTY and the CITY now have agreed that in order to jointly implement and operate workforce investment activities and in order to allow the Spokane Area Workforce Development Council to receive tax exempt funds from sources other than the federal government, it is appropriate to form the Spokane Area Workforce Development Council as a non-profit corporation.

NOW, THEREFORE, the County of Spokane and the City of Spokane do hereby authorize the establishment of the Spokane Area Workforce Development Council as a non-profit corporation under the laws of the State of Washington, and designate the Spokane Area Workforce Development Council as the fiscal and administrative agent of the Spokane Area Consortium as follows:

#### **I. FORMATION OF A NON-PROFIT CORPORATION**

- A. The Spokane Area Workforce Development Council shall be incorporated pursuant to the authority provided in RCW 39.34.030(3)(b) as a Washington non-profit corporation known as the Spokane Area Workforce Development Council ("SAWDC").
- B. The County of Spokane and the City of Spokane, acting through the Consortium, shall be the only members of the SAWDC.
- C. The COUNTY and CITY shall fulfill their responsibilities as members of the SAWDC through the Consortium, previously established by interlocal agreement between the COUNTY and CITY.

## **II. POWERS OF THE MEMBERS**

### **A. Operational Responsibilities**

The COUNTY and CITY, acting through the Consortium shall:

1. assume fiduciary responsibility for WIA funding as designated by the State of Washington;
2. approve the articles of incorporation and the bylaws of SAWDC;
3. appoint one representative each, which may include an alternate, to sit on the board of directors of the SAWDC;
4. appoint the members of the Full Council of SAWDC from whom the members of the board of directors are selected pursuant to nomination and appointment processes established under WIA and regulations promulgated thereunder, and in accordance with the nomination process prescribed by the SAWDC bylaws;
5. approve or reject the recommendation of the board of directors for employment or termination of the SAWDC's CEO;
6. approve the SAWDC's five-year strategic and operational plan;
5. make recommendations on and approve the SAWDC's selection of workforce service providers; and
6. attend meetings of the SAWDC, as provided in section VII below.

### **B. Corrective Action**

The COUNTY and CITY, acting through the Consortium shall have the power to resolve differences with the SAWDC and ultimately dissolve the corporation pursuant to the procedures set forth in section VIII below.

## **III. RESPONSIBILITIES OF THE SAWDC**

- A. SAWDC shall develop, pursuant to the regulations of WIA, and in compliance with the requirements established by the Governor of the State of Washington, the five-year local strategic and operational plan for review and concurrence by the Consortium. Upon the approval and signatures of the Chair of the SAWDC board of directors and the Chief Elected Official (CEO) of the Consortium, the five-year strategic and operational plan will be submitted to the Governor of the State of Washington for approval.

- B. SAWDC shall comply with the Workforce Investment Act of 1998, referred to as the WIA, Public Law 105-220, 29 U.S.C. §2801 et seq., and federal rules and regulations (20 CFR Part 652), (WIA Title III) and its regulations; the Wagner-Peyser Act as amended and applicable; and other applicable Federal laws and regulations; and the implementing State of Washington provisions, as issued, for counties comprising "Workforce Development Areas" under PL 105-220.
- C. SAWDC shall, with the concurrence of the Consortium, develop annual budgets for itself and for the programs as described in the five-year strategic and operational plan and pursuant to the WIA.
- D. SAWDC shall provide policy guidance and direction on all matters pertaining to the provision of services under the WIA.
- E. SAWDC will monitor and evaluate the training programs operated within the Workforce Development Area and in a timely manner distribute reports regarding same to the Consortium and otherwise as required by the WIA.
- F. SAWDC shall provide the Consortium with copies of all reports provided to the full Board of Directors of the SAWDC.
- G. The SAWDC board of directors shall oversee the Annual Budget, and will provide guidance and supervision to the CEO, who in turn shall employ and set working conditions for SAWDC staff.
- H. SAWDC shall select workforce service providers and training providers as appropriate to carry out the purposes of the WIA and according to the procedures set forth in the five-year strategic and operational plan.
- I. SAWDC shall solicit the input and participation of the local business community in the provision of program services to eligible residents of the Workforce Development Area.
- J. SAWDC shall notify the Consortium prior to making application for grant funding available to the SAWDC as the Consortium's designee under the WIA, and provide copies of all grant applications/awards to the Consortium upon submission/receipt from the funding agency.
- I. SAWDC may solicit and accept grants and donations from sources other than Federal funds.
- J. SAWDC shall assist the Governor in developing statewide employment statistics.
- K. SAWDC shall procure and maintain fixed assets and expendable supplies necessary for program operation.

- L. SAWDC shall collect and expend income generated by program activities pursuant to OMB Circular A-133, and 29 CFR 97.25.
- M. SAWDC shall procure audits of funds as required under the WIA and shall resolve any questions arising from these audits.
- N. SAWDC shall develop and manage a system to hear and resolve grievances brought by participants, vendors, and other interested parties as required by the WIA.
- O. Any and all documents which SAWDC is required to provide to the Consortium shall be directed to:

Spokane Area Consortium  
c/o Spokane County Grants Administrator  
West 1116 Broadway Avenue  
Spokane, Washington 99260

Email submission are acceptable and SAWDC shall confirm the email address of the Grants Administrator prior to submission.

#### **IV. DESIGNATION OF THE SAWDC AS FISCAL AGENT**

##### **A. Designation of Local Grant Recipient and Local Fiscal Agent**

In accordance with Section 117(d)(3)(B) of the WIA, and in accordance with the Interlocal Cooperation Act of 1967 (chapter 39.34 RCW) the SAWDC is designated as the local grant recipient and local fiscal agent. The SAWDC shall perform all of the functions assigned by the WIA to the local grant sub-recipient and local fiscal agent. This designation is effective July 1, 2013 and shall be in force unless terminated or revised according to provisions section IV. B below.

##### **B. Withdrawal of Designations**

###### **1. Local fiscal agent**

The Consortium retains the right in its sole discretion to withdraw the designation of the SAWDC as local fiscal agent if the Consortium determines that a breach of this designation has occurred and the Consortium has exercised due process to resolve the matter formally by following the Corrective Action producers set forth in section VIII, below, before withdrawing the designation as fiscal agent. Upon

such withdrawal, the Consortium shall assume all duties of the SAWDC as local fiscal agent until such time as it designates another entity to act on behalf of the Consortium, and the Consortium shall indemnify and hold harmless the SAWDC for the Consortium's negligent acts or omissions after the effective date of withdrawal.

The COUNTY, the CITY, and the SAWDC agree that all assets, if any, purchased using WIA funds and held by either the COUNTY, the CITY, or the SAWDC shall be transferred to the Spokane Area Workforce Development Council organized as a non-profit corporation as described herein for its use as long as the Council continues to act as the fiscal agent and grant recipient of WIA funds for the Consortium. Should the Council become decertified or designation be withdrawn under this Agreement, all assets will become the property of the Consortium unless the Parties agree otherwise. Assets, if any, to be transferred are identified in Attachment A.

The COUNTY, the CITY, and the SAWDC further agree that the unrestricted workforce development fund balance in the City of Spokane Fund 1830, Project Hire Program 99026, and Fund 1850 shall be transferred to the Spokane Area Workforce Development Council within thirty (30) days of its designation as local grant recipient and local fiscal agent as provided in section IV. A above.

## 2. Local grant recipient

The Consortium retains the right in its sole discretion to withdraw the designation of the SAWDC as local grant recipient if the Consortium determines that a breach of this designation has occurred and the Consortium has exercised due process to resolve the matter formally by following the Corrective Action producers set forth in section VIII, below, before withdrawing the designation as local grant recipient. Upon withdrawal of designation of the SAWDC as local grant recipient, the Consortium shall assume all duties of the SAWDC as local grant recipient, including but not limited to all contractual obligations that the SAWDC has undertaken as local grant recipient, until such time as it designates another entity to act on behalf of the Consortium, and the Consortium shall indemnify and hold harmless the SAWDC for the Consortium's negligent acts or omissions after the effective date of withdrawal.

## C. Adoption of the WIA Strategic and Operations Plans

The SAWDC shall provide the Consortium with a copy of the draft plan when it is sent out for public comment, and a copy of all proposed or adopted changes to the plans. The SAWDC shall also provide the Consortium with a copy of the final, proposed annual plan no later than 15 days before the date of the required submittal to the State.



D. Adoption and Administration of the WIA Budget

1. At the beginning of the SAWDC's fiscal year, the SAWDC shall provide the Consortium a proposed WIA annual budget for comment. The SAWDC shall apply the grant funds received under the WIA in accordance with the approved budget, together with any changes requested by the Consortium and adopted by the SAWDC.
2. The SAWDC shall notify the Consortium prior to filing any application for a grant that is available to the SAWDC as the Consortium's designee under the WIA. This notification shall be provided in writing. A copy of the full application shall be provided upon submission to the funder.

E. Independent Audit

Once per fiscal year, the SAWDC shall have an independent audit conducted by the Washington State Auditor's Office of its financial statement and condition. The audit shall comply with the requirements of GAAS (general accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and OMB Circular A-133, as amended, and as applicable. The SAWDC shall provide a copy of the audit report to the Consortium no later than six months after the end of the SAWDC's fiscal year. The SAWDC shall provide to the Consortium its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the SAWDC shall provide to the Consortium copies of those communications and the SAWDC's response and corrective action plan.

F. Deposit and Disbursement of WIA funds

All funds made available to the Local Area pursuant to the WIA and other federal or state programs overseen by the Consortium and SAWDC shall be deposited into an account or accounts created and maintained by the SAWDC. All funds shall be deposited in an institution that is guaranteed by the FDIC or FSLIC. The SAWDC will disburse all funds for workforce investment activities in accordance with the requirements of the WIA.

G. Copies of Reports

The SAWDC shall provide the Consortium with copies of all reports that the SAWDC provides to the full Board of the SAWDC and all other reports that the Consortium may request in writing with reasonable, advance notification.

#### H. Maintenance of Records

1. The SAWDC shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the Consortium to ensure proper accounting for all WIA and other federal or state funds overseen by the Consortium and SAWDC and in compliance with this designation.
2. These records shall be maintained for a period of six (6) years after termination of this designation unless permission to destroy them is granted by the office of the Archivist in accordance with chapter 40.14 RCW.

#### V. **INDEMNIFICATION AND INSURANCE**

- A. The Consortium assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the SAWDC, any of its employees, or any other person or entity by reason of this designation, except as set forth herein regarding withdrawal of designation. The SAWDC shall protect, defend, indemnify, and save harmless the COUNTY, the CITY and any of their officers, agents, and employees from and against any and all claims, costs, or losses whatsoever occurring or resulting from: (1) The SAWDC's failure to pay any such compensation, wages, benefits, or taxes, or (2) the supplying to the SAWDC of work, services, materials, or supplies by any SAWDC employees or other suppliers in connection with or support of the performance under this designation, except as set forth herein regarding withdrawal of designation.
- B. The SAWDC is financially responsible for and, following an audit exception, shall repay the Consortium all amounts indicated therein that the Consortium is required to pay due to the negligence, intentional act, or failure, for any reason, of the SAWDC, its officers, employees, agents, or representatives to comply with the conditions of this Agreement, the WIA or any rules or regulation promulgated there under. This duty to repay the Consortium shall not be diminished or extinguished by the expiration or prior termination of this Agreement.
- C. SAWDC agrees to defend, indemnify and hold the Consortium, COUNTY, and CITY harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, and/or resulting from, an error, omission or negligent act of SAWDC performed under this Agreement by SAWDC, its agents or employees to the fullest extent permitted by law. SAWDC's duty to defend, indemnify and hold the Consortium, COUNTY and CITY harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Consortium and/or COUNTY and/or CITY, its agents or employees. SAWDC's duty

to defend, indemnify and hold the Consortium, COUNTY and CITY harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Consortium, COUNTY and CITY, its agents or employees, and SAWDC, its agents or employees shall apply only to the extent of negligence of SAWDC or its agents or employees. SAWDC's duty to defend, indemnify and hold the Consortium, COUNTY and CITY harmless shall include, as to all claims, demands, losses and liability to which it applies, the Consortium's, COUNTY'S and CITY'S personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. SAWDC further agrees that this duty to indemnify Consortium, COUNTY and CITY applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of SAWDC for liability for injuries to SAWDC's workers and employees, and SAWDC hereby waives any such immunity for the purpose of this duty to defend, indemnify and hold the Consortium, COUNTY and CITY harmless.

- D. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.
- E. The SAWDC shall procure and maintain for the duration of this designation, insurance as specified in Attachment B to this Agreement.

## **VI. NON-DISCRIMINATION AND CONFLICT OF INTEREST**

- A. The SAWDC shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to non-discrimination.
- B. The SAWDC shall comply with the conflict of interest provisions of the WIA.

## **VII. CONSORTIUM PARTICIPATION IN SAWDC ACTIVITIES**

The Consortium and its representatives are entitled to attend all meetings of the SAWDC including but not limited to the full SAWDC, the Executive Committee and all committees and workgroups, provided that the SAWDC may exclude the Consortium and its representatives from any portion of a meeting regarding relations with the Consortium or a dispute arising between the SAWDC and the Consortium. The Consortium and its representatives shall have the right to speak and to make written comments, but shall not have a vote, at SAWDC meetings.

## **VIII. CORRECTIVE ACTION**

- A. If the Consortium determines that a breach of the conditions of the formation of the SAWDC as a non-profit corporation or designation of the SAWDC as the Consortium's fiscal and administrative agent has occurred that may be sufficient to cause the Consortium to revoke the SAWDC's designation as local grant sub-recipient, or to dissolve the non-profit corporation, the Consortium shall first attempt to resolve the matter informally by orally notifying the Chair of the Board of the SAWDC of the alleged breach, and then scheduling a meeting to discuss and attempt to resolve the matter.
- B. If the Consortium is not satisfied with the informal resolution process, it shall notify the SAWDC in writing of the specific nature of the breach, and the SAWDC shall respond in writing within ten (10) business days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for coming into compliance, which date shall not be more than fifteen (15) business days from the date of the SAWDC's response, unless the Consortium in its sole discretion grants in writing an extension of the number of days to complete the corrective action plan.
- C. The Consortium will notify the SAWDC in writing of the Consortium's determination as to the sufficiency of the SAWDC's corrective action plan, which determination of sufficiency shall be at the sole discretion of the Consortium. If the Consortium notifies the SAWDC that the correction action plan is insufficient or has not been completed, within fifteen (15) business days of said notification, an in-person meeting shall be held between the Consortium and representatives of the Board of the SAWDC to discuss and attempt to resolve the dispute. In the event that the SAWDC does not respond within the appropriate time with a corrective action plan, or the SAWDC's corrective action plan is determined by the Consortium to remain insufficient following the in-person meeting, the Consortium may revoke its designation of local grant sub-recipient, or act to dissolve the non-profit corporation, by giving at least thirty (30) business days' written notice to the SAWDC.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

SPOKANE COUNTY:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

DATED: \_\_\_\_\_

\_\_\_\_\_  
SHELLY O'QUINN, Chair

ATTEST:

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
Daniela Erickson  
Clerk of the Board

\_\_\_\_\_  
TODD MIELKE, Commissioner

CITY OF SPOKANE:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Spokane Area Workforce Development Council

By: \_\_\_\_\_

Its: \_\_\_\_\_

# **ATTACHMENT A**

## ATTACHMENT A – FIXED ASSETS

There are no fixed assets to transfer between the City of Spokane and SAWDC.

# **ATTACHMENT B**



## ATTACHMENT B - INSURANCE REQUIREMENTS

1. SAWDC shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. Following is a list of requirements for this Agreement. Any exclusion that may limit required insurance coverage must be pre-approved by the Consortium and Spokane County Risk Management Department. Work or responsibilities under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the Consortium and County of Spokane. SAWDC's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for SAWDC and returned to the Consortium and Spokane County Risk Management Department. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the Consortium. The policy shall be endorsed and the certificate shall reflect that the Consortium, COUNTY and CITY are an additional named insureds on SAWDC's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the Consortium, COUNTY and CITY shall be excess and not contributory insurance to that provided by SAWDC.

3. SAWDC shall not commence work until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Consortium and Spokane County Risk Management Department and filed with the Consortium. Upon request, SAWDC shall forward to the Consortium and/or Spokane County Risk Management Department the original policy, or endorsement obtained, to SAWDC's policy currently in force.

4. Failure of SAWDC to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of the Agreement withdrawal of designation as provided for in Section IV B.

5. Providing coverage in the amounts listed shall not be construed to relieve SAWDC from liability in excess of such amounts.

6. **REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below:

6.1. **GENERAL LIABILITY INSURANCE:** SAWDC shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and errors and omissions for their Board officers and directors.

**Additional Insured Endorsement:** General Liability Insurance must state that the Consortium, COUNTY and CITY, their officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used **“The Consortium, COUNTY, CITY and their Officers, Agents And Employees Are Named Additional Insured.”**

6.2. **PROOF OF AUTOMOBILE INSURANCE:** SAWDC shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this agreement. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to the Consortium and Spokane County Risk Management Department.

6.3. **WORKERS COMPENSATION:** When SAWDC has employees of the organization, SAWDC shall carry Worker’s Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on SAWDC’s Certificate of Insurance or by providing SAWDC’s State Industrial Account Identification Number.

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

06/17/2013

**Date Rec'd**

6/10/2013

**Clerk's File #**

OPR 2013-0449

**Renews #****Submitting Dept**

CITY ATTORNEY

**Cross Ref #****Contact Name/Phone**

PAT DALTON 625-6283

**Project #****Contact E-Mail**

PDALTON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

INTERLOCAL AGREEMENT

**Agenda Wording**

An Interlocal Consortium Agreement under the Workforce Investment Act of 1998 between Spokane County, Washington, and the City of Spokane, Washington.

**Summary (Background)**

The City and County have for years had interlocal agreements in effect creating a "consortium" to administer the Workforce Investment Act and expend federal funds on improving the quality of the workforce, reducing dependency on welfare and enhancing the productivity of the region by increasing employment. This Interlocal agreement will terminate the most recent (2000) Interlocal and form a new consortium with the newly created WDC non-profit corporation as the fiscal and administrative agent.

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

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Select \$

#

Select \$

#

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

DALTON, PAT

**Study Session****Division Director****Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

DALTON, PAT

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing**

INTERLOCAL CONSORTIUM  
AGREEMENT  
UNDER THE

WORKFORCE INVESTMENT ACT OF 1998

BETWEEN

SPOKANE COUNTY, WASHINGTON AND THE  
CITY OF SPOKANE, WASHINGTON

THIS INTERLOCAL AGREEMENT (hereinafter the "Agreement") is hereby made by and between the COUNTY OF SPOKANE, WASHINGTON, a political subdivision of the State of Washington, and the CITY OF SPOKANE, WASHINGTON, a municipal corporation, hereinafter referred to as the Parties.

WHEREAS, since June 13, 2000, the Parties have cooperated and worked together on workforce development. Through previous interlocal agreements, the Parties have established a Consortium, called Spokane City-County Employment and Training Consortium. The geographic area of Spokane County has been designated by the Governor of the State of Washington as one of the State's workforce development areas mandated by the Workforce Investment Act of 1998 ("WIA"). The Parties collaborated on formation of the Spokane Area Workforce Development Council, which has been certified by the Governor of the State of Washington pursuant to the Act as the workforce development board for the Spokane area.

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act of 1967, chapter 39.34 RCW, which permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities.

WHEREAS, the Parties continue to share the goal of improving the quality of the workforce, reducing the dependency on welfare and enhancing the productivity and competitiveness of the region and the nation by increasing the employment, retention and earnings and occupational skills attainment by participants in workforce development programs within the Consortium region.

WHEREAS, the purpose of this Agreement is to terminate the June 13, 2000 Interlocal Agreement, and the Spokane City-County Employment and Training Consortium as set forth therein, to form a new consortium as described herein, and to authorize the consortium to contract with the Spokane Area Workforce Development Council to act as the local grant recipient and fiscal agent for Workforce Investment Act funds. This Agreement supersedes and replaces the June 13, 2000 Interlocal Agreement.

#### CHARTER

WHEREAS, the Congress of the United States has enacted the Workforce Investment Act of 1998, P.L. 105-220, 29 U.S.C. § 2801 et. seq., (WIA) to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation; and

WHEREAS, the WIA provides in 29 U.S.C. § 2832(c)(3)(B) that in a case in which a local area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials (1) in the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria

established in the WIA, and (2) in carrying out any other responsibilities assigned to such officials under the WIA; and

WHEREAS, the Interlocal Cooperation Act of 1967, chapter 39.34 RCW, permits local governmental units to cooperate and to provide services and facilities in a manner which will accord best with the geographic, economic, demographic and other factors influencing the development of local communities; and

WHEREAS, the Interlocal Cooperation Act permits all powers, privileges, or authority exercised or capable of exercise by a public agency of this State to be exercised and enjoyed jointly with any other agency of this State having the same powers, privileges, or authority; and

WHEREAS, the County of Spokane and the City of Spokane desire hereby to form a consortium for the purpose of being a designated work force investment area; and

NOW THEREFORE, the County of Spokane and the City of Spokane hereby jointly establish a consortium under the Interlocal Cooperation Act to be governed by the following articles:

#### ARTICLE I

PURPOSE OF AGREEMENT – The County of Spokane (hereinafter COUNTY) and the City of Spokane (hereinafter CITY) hereby establish a consortium for the purpose of planning, establishing and operating a comprehensive employment and training system according to the provisions of the WIA, and the Federal Regulations issued by the U.S. Secretary of Labor for the implementation of WIA.

#### ARTICLE II

MEMBERSHIP - This organization shall be named the SPOKANE AREA CONSORTIUM (hereinafter Consortium) and shall consist of the following parties:

Spokane County  
Spokane County Courthouse  
Office of Board of County Commissioners  
1116 West Broadway Avenue  
Spokane, WA 99260-0100

City of Spokane  
City Hall  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3342

The mailing address of the Consortium shall be:

Spokane County  
Spokane Area Consortium  
c/o Grants Administrator  
1116 West Broadway Avenue  
Spokane, WA 99260-0100

### ARTICLE III

AREA AND POPULATION TO BE SERVED - The geographical area and population to be served shall consist of all areas and persons encompassed by the County of Spokane including the incorporated cities and towns therein.

### ARTICLE IV

CERTIFICATION OF AUTHORITY - The Parties to this Agreement certify that they possess full legal authority, as provided by state and local statutes, charters, or ordinances to enter into this Agreement, to establish this Consortium, and to provide services under WIA and the regulations.

### ARTICLE V

POWERS, FUNCTIONS, AND RESPONSIBILITIES - The Consortium shall exercise such powers, functions, and responsibilities as necessary for the planning, establishing, and operating of a comprehensive employment and training system in accordance with WIA and regulations promulgated to implement the WIA.

### ARTICLE VI

BOARD - There shall be a Consortium Board (hereinafter Board), which shall carry out all those functions and responsibilities necessary for operating the Consortium, that are not otherwise expressly delegated to other agencies, organizations, or individuals. The Board shall establish rules and procedures as necessary for conducting meetings, to include the following:

- a) Membership - The Board shall be composed of a total of three (3) members as follows: 1) a Spokane County Commissioner as designated by the Spokane County Board of County Commissioners, 2) the Mayor of the City of Spokane, and 3) another individual employed by Spokane County designated by the Spokane County Board of County Commissioners.
- b) Voting - Each member of the Board shall have one vote. All decisions of the

Board shall be made by no less than a majority vote of the Board members attending a meeting where a quorum is present.

c) Quorum - A quorum of the Board shall consist of a total of not less than two of the three members.

d) Chair – The designated Spokane Commissioner on the Board shall be the Chair of the Board.

e) Chief Elected Official — The Chair of the Board shall also serve as local Chief Elected Official (CEO) to act as a liaison and conduct business on behalf of the Consortium.

g) Meetings - The Board shall meet at such times and places as may be designated by the Chair, provided that the Board shall meet at least once in each calendar year and as necessary to conduct the work of the Consortium. In the absence of the Chair, the Mayor shall serve as Chair pro tempore to preside for that meeting only.

h) Powers, Functions, and Responsibilities — It is expected that the powers, functions, and responsibilities of the Board, will be carried out in accordance with an agreement between the Consortium and the Spokane Area Workforce Development Council (hereinafter “SAWDC”), providing for the fiscal management and implementation of the WIA programs by the SAWDC. Alternatively, the Consortium may contract with other eligible entities to carry out the WIA programs, should the Consortium decide to withdraw some or all of its anticipated delegation of responsibilities from the SAWDC.

The following, however, will remain non-delegable responsibilities of the Consortium:

- 1) Approval of priorities, goals and objectives of the Consortium and the programs; and services to be operated by Consortium developed by the SAWDC.
- 2) Review and approval of comprehensive plans and modifications thereto.
- 3) Support the applications for funds to be submitted and all contracts and agreements related thereto with the United States Department of Labor, other Federal departments and agencies and other departments and agencies of state or local government as may be required.
- 4) Such other functions as may be deemed appropriate for the discharge of the Consortium's duties and responsibilities under law and regulations.
- 5) Appointment of all local SAWDC Full Council members pursuant to nomination and appointment processes established under WIA and



regulations promulgated to accomplish the purposes of the WIA.

- 6) Establishment of a Youth Council as prescribed in Section 117 of the WIA.

## ARTICLE VII

GRANT RECIPIENT AND ADMINISTRATIVE ENTITY - In accordance with an anticipated agreement between the SAWDC and the Consortium, the SAWDC is anticipated to be designated as the grant recipient, administrative and fiscal entity of the Consortium, and shall exercise such duties and responsibilities as prescribed by the agreement, in order to implement the WIA, and regulations promulgated to accomplish the purposes of the WIA.

This anticipated designation is expected to include authority to:

- a) Receive and disburse funds in accordance with grant agreements and contracts with the State of Washington and the U.S. Department of Labor.
- b) Carry out all necessary functions for operation of the WIA program including:
  - 1) Executing contracts, subgrants, and other necessary agreements authorized by the Board and the SAWDC.
  - 2) Employing administrative positions to assist in administering the programs authorized by the Grant Recipient.
  - 3) Developing an organization and staffing as authorized by the Grant Recipient.
  - 4) Developing procedures for program planning, operating, assessment and fiscal management; evaluating program performance; initiating necessary corrective action for subgrantees and subcontractors; determining whether there is a need to reallocate resources; and modifying grants. Such procedures shall be consistent with goals and policies developed by the Board and the SAWDC.

## ARTICLE VIII

ALLOCATION AND MAINTENANCE OF FUNDS - All funds granted to the Consortium under WIA or any other legislation shall be allocated and expended among the County and the City for programs and services for which they are intended according to State and Federal formulae, approved plans, grants, and all pertinent laws and regulations.

It is anticipated that most grant funds will be held by and implemented through the SAWDC or other designated entity. However, pursuant to RCW 39.34.030 (4)(b), should grant or other funds be required to be held by the Consortium itself, those funds shall be held in a separate "Operating Fund of the Spokane Area Consortium" to be held on the Consortium's behalf by

the County Treasurer of Spokane County.

## ARTICLE IX

### LIABILITY

a) Prior Liability

The Parties to this Agreement agree that each party shall individually meet and assume all prior obligations and liabilities arising out of the operation of programs funded under WIA prior to July 1, 2013, and to hold harmless all other Parties from any such prior liability.

b) Joint And Several Liability For Contract Oversight

Each party to this Agreement is responsible for the operation of this Consortium to provide services under WIA and the regulations enacted thereto. The Parties shall be jointly and severally liable for debts, liabilities, defense of lawsuits, judgments, and obligations incurred by the Consortium which arise under this Agreement, WIA and federal and state regulations, and with respect to the grants, contracts, or agreements administered thereto. As between the Parties, the County and the City shall each be equally liable for the Consortium's liabilities.

c) Hold Harmless

Each party to this Agreement agrees to indemnify and hold harmless all other party to this Agreement, its elected officials, officers, agents, and employees for any claim, action, judgment, or lien for bodily injury or property damage occasioned by or arising out of the performance of this Agreement when the bodily injury or property damage is occasioned by the sole negligence of the indemnifying party, its elected officials, officers, agents, or employees. In the event of concurrent negligence of the Parties, each party's obligations hereunder shall apply only to the extent of fault attributable to that party, its elected officials and appointed officers, employees, and agents.

## ARTICLE X

### DURATION AND RENEWAL OF AGREEMENT

- a) The term of this Agreement shall take effect on July 1, 2013, and be in effect until terminated by the Parties.
- b) This Agreement may be amended from time to time by written agreement of the Parties to the Agreement.
- c) Each party hereto shall have the right to withdraw from this Consortium at any time, provided, that written notification of the party's intention to withdraw is provided to the other party at least 180 days prior to July 1<sup>st</sup> of any calendar year and the effective date of such withdrawal is July 1st, and provided further, that the withdrawal of a party does not relieve that party from individual or joint and several obligations it may have

incurred during the time it remained a member of the Consortium.

- d) This Agreement may be executed by the Parties hereto in counterparts each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same. .
- e) If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

## ARTICLE XI

NON-DISCRIMINATION - The Consortium and each of the parties shall comply with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1988, including the implementing regulations set forth at 29 CFR part 37 prohibiting discrimination based on race, ethnicity, religion, gender, national origin, age, disability, political affiliation or belief, citizenship, sexual orientation, or participation in a Workforce Investment Act financed program or activity. The Consortium and each of the parties shall also comply with the Washington Law Against Discrimination, chapter 49.60 RCW.

## ARTICLE XII

FILING OF THE AGREEMENT— In accordance with RCW 39.34.040, copies of this Agreement shall be filed with the County Auditor of Spokane County or, alternatively, listed by subject on Spokane County's web site or other electronically retrievable public source.

## ARTICLE XIII

JURISDICTION - This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each Party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in Superior Court for Spokane County, Washington.

## ARTICLE XIV

### MISCELLANEOUS

- a) Articles: The article headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way to they purport to, and shall not be deemed to define, limit or extend the scope or intent of the Articles to which they pertain.

- b) Execution and Approval: The Parties warrant that the officers executing this Agreement have been duly authorized to act for and on behalf of the party for the purposes of confirming this Agreement.
- c) Compliance with Laws: The Parties shall observe all federal, state and local laws, ordinances and regulations to the extent that they may be applicable to the terms of this Agreement.
- d) Modification: This Agreement may be modified in writing by mutual written agreement of the Parties.
- e) Notice: All notices or other communications given hereunder shall be deemed given on : (i) the day such notice or other communications are received when sent by personal delivery; or (ii) the third day following the day n which the same have been mailed by first class delivery, postage prepaid address to the Parties at the addresses set forth in ARTICLE II, or at such other address as either party shall from time-to-time designate by notice in writing to the other party.
- f) Assignment: No party may assign in whole or in part its interests in this Agreement except as provided for herein, without the written approval of the other party.
- g) Dispute Resolution: Any dispute between the Parties regarding this Agreement which cannot be resolved among or between the Paarties shall be subject to arbitration. The dispute shall first be reduced to writing. If the Parties cannot resolve the dispute it will be submitted to arbitration. Except as provide for herein, the provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

Each party shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select an additional arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04 RCW.

The costs of the arbitration panel shall be equally split between the Parties.

- h) Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Property acquired by the Consortium shall be divided equally.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

SPOKANE COUNTY:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

DATED: \_\_\_\_\_

\_\_\_\_\_  
SHELLY O'QUINN, Chair

ATTEST:

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
Daniela Erickson  
Clerk of the Board

\_\_\_\_\_  
TODD MIELKE, Commissioner

CITY OF SPOKANE:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

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

06/17/2013

**Date Rec'd**

6/5/2013

**Clerk's File #**

ORD C34993

**Renews #****Submitting Dept**

FIRE

**Cross Ref #****Contact Name/Phone**

BOBBY WILLIAMS 625-7001

**Project #****Contact E-Mail**

BWILLIAMS@SPOKANEFIRE.ORG

**Bid #****Agenda Item Type**

Emergency Ordinance

**Requisition #****Agenda Item Name**

0440 - FIRE CODE

**Agenda Wording**

Ordinance relating to Fire Code; amending SMC sections 17E.010.300, 17F.040.170, 17F.080.010, 17F.080.030, 17F.080.050, 17F.080.110, and 17F.080.310; repealing SMC sections 17F.080.020 and 17F.080.440; declaring an emergency and setting effective date

**Summary (Background)**

SMC sections will be amended to accommodate the 2012 International Codes adoption that is going into place in WA State as of July 1, 2013.

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

WILLIAMS, BOBBY

**Study Session**

PSC 05/20/13

**Division Director**

WILLIAMS, BOBBY

**Other**Council Special Study  
Session 05/30/13**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

BURNS, BARBARA

ljones

**For the Mayor**

SANDERS, THERESA

lbryant

**Additional Approvals**

bschaeffer

**Purchasing**

achirowamangu

agolden

**SMC Proposed Code Changes Associated**  
**With**  
**2012 International Fire Code Adoption**

- 17E.010.300 – Underground Storage Tanks – Category of Use

SFD recommends this change to clarify that existing compliant underground storage tanks can stay in the ground if they are properly monitored.

Currently they have to be removed if not used within 1 year which is an unwarranted expense to owners.

- 17F.040.170 – Fire Official

The current SMC language states that the Fire Official does not have to review one and two family dwellings, is in conflict with state law.

SFD reviews for site access and site fire flow and fire sprinklers (if installed)

- 17F.080.020 – Adoption of National Fire Protection Association Standards

SMC previously adopted the NFPA Standards by year.

This causes the SMC to have to be updated every time the NFPA Standard is updated.

SFD recommends this change to reduce the need for SMC changes having to come to Council every time an NFPA Standard is updated.

- 17F.080.040.D.5.d – Appendix D – Fire Apparatus Access Roads

Current Street Standards specify provision for Emergency Vehicle Access and Staging areas. There is nothing in the Fire Code portion of the SMC that refers to these provisions.

SFD recommends this inclusion in the Fire Code portion of the SMC.

- 17F.080.040.J – Emergency Responder Radio Coverage

This is an administrative change to an Appendix title to match the Model Fire Code to Building Information Sign

- 17F.080.050.A – Fire Equipment Permit

Like previously discussed section, this change will clarify that the FD reviews all projects, including one and two family dwellings, to be in compliance with Model Fire Code

- 17F.080.110.C – Fire Alarm System Requirements

Administrative change – throughout this entire section of the SMC, it refers to Fire Alarm “system” except one place.

This change inserts “system” to be consistent with model code.

- 17F.080.110.D – Fire Department Connections

The wording has been change to incorporate the distance for new Fire Department Connections to fire hose standpipes to match the State Code. The distance for fire hydrants to Fire Department Connections for fire sprinklers is not changed.

- 17F.080.440 – Basements

This section is repealed as the State has adopted the requirements for fire sprinklers for new and existing basements. The State preferred the wording from Spokane in lieu of the Model Code language that would have been difficult to enforce due to subjective interpretation.

This section has been also submitted to the National level by the State.

- 17F.080.110.D – Fire Alarm System Requirements – Chart 907

Administrative changes – Updated Chart 907 to incorporate changes that were adopted at the State level for new educational occupancies; corrected wording for threshold for fire sprinkler monitoring; and corrected section designation for retroactive requirements.



## ORDINANCE NO. C34993

AN ORDINANCE relating to the Fire Code; amending SMC sections 17E.010.300, 17F.040.170, 17F.080.010, 17F.080.030, 17F.080.050, 17F.080.110, and 17F.080.310; repealing SMC sections 17F.080.020 and 17F.080.440; declaring an emergency and setting an effective date.

The City of Spokane does ordain:

Section 1. That SMC 17E.010.300 is amended to read as follows:

### **17E.010.300            Categories of Use**

- A.     Active Use UST.  
An UST in actual use for receipt, storage, or delivery of substances, as a UST, within any ninety-day period.
- B.     Out of Service for Ninety Days UST.  
An UST not in active use within any ninety-day period. USTs in this category must be safeguarded as required under SMC 17E.010.310.
- C.     Out of Service for One Year UST.  
An UST not in active use within any one-year period or longer. USTs in this category must satisfy the requirements under SMC 17E.010.330.
- D.     Abandoned in Place UST.  
An UST permanently prepared for non-use and left in place. USTs in this category must satisfy requirements under SMC 17E.010.330.
- E.     Monitored Out of Service UST.  
~~((An))~~ A double walled UST not in active use, ~~((but the))~~ with a leak monitoring (and cathodic protection where applicable) system that is still in operation and maintained. The tank will be required to have a permit renewed each year.
- F.     For purposes of this article, aggregates of tanks hydraulically connected are considered as one tank.

Section 2. That SMC section 17F.040.170 is amended to read as follows:

### **17F.040.170            Fire Official**

- A.     The fire official, as defined in SMC 17F.080.040, reviews and approves plans and specifications submitted for a building permit ~~((, except for one- and two-family dwellings))~~.

- B. In addition to any building permit, the fire official reviews plans, issues permits and inspects for the installation of fire protection and fire detection equipment.
- C. The fire official has permit and inspection responsibility for a number of uses and occupancies of buildings as provided in IFC Section 105.

Section 3. That SMC section 17F.080.010 is amended to read as follows:

**17F.080.010 Adoption of International Fire Code**

- A. The Washington State amended version of the ((2009)) 2012 International Fire Code (IFC) and related standards, published by the International Code Council, as modified by this title, is the fire code of the City of Spokane except as otherwise provided.
- B. The following amendments are made to the International Fire Code:
  - 1. Section 101.1 is modified to read as follows:
    - a. Title.  
These regulations shall be known as the fire code of the City of Spokane, hereinafter referred to as "this code."
  - 2. Section ((409.3)) 109.4 is modified to read as follows:
    - a. Violation Penalties.  
Persons who shall violate a provision of this code or shall fail to comply with any of the requirements, thereof, or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official or of a permit or certificate used under provisions of this code shall be subject to the provisions of chapter 1.05 SMC.
  - 3. Section 111.4 is modified to read as follows:
    - a. Failure to Comply.  
Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties identified in chapter 1.05 SMC.
  - 4. ((WAC 51-54-0900, 903.2.10.3 is not adopted.))

~~((5-))~~ IFC Sections 503.1.1, 503.1.2, 503.1.3, 503.2, 503.3, and 503.4 ~~((7 and 507.3))~~ are adopted as published ~~((and WAC 51-54-0500 is not adopted))~~.

5. ~~((6-))~~ Chapter ~~((33))~~ 56 is amended with chapter 10.33A SMC.

6. ~~((7-))~~ Section 903.2.11.5 is revised to read:

- a. A wet chemical suppression system shall be installed in a commercial kitchen exhaust hood and duct system to meet the compliance of Section 904.

7. ~~((8-))~~ Section 904.2.1 is revised to read:

- a. Each required commercial kitchen exhaust hood and duct system required by Section 609 to have a Type 1 hood shall be protected with a wet chemical suppression system installed in accordance with this code.

8. ~~((9-))~~ Section 904.11.  
Replace the first paragraph and the five types to read:

- a. 904.11 – Commercial Cooking Systems.  
The automatic fire extinguishing system for commercial cooking systems shall be a wet-chemical type system. The wet-chemical system shall be tested in accordance with UL 300 and listed and labeled for the intended application. The system shall be installed in accordance with this code, its listing, and the manufacturer's installation instructions. Wet-chemical extinguishing systems shall be installed in accordance with NFPA 17A.

9. ~~((10-))~~ Section 904.11 – Exception; Section 904.11.1 – Exception; Section 904.11.3; Section 904.11.4 are not adopted.

10. ~~((11-))~~ Section 905.  
Class II and Class III standpipes are not allowed for new construction in the City of Spokane. All requirements for Class II and Class III shall be Class I and references to one- and one-half inch outlets shall be changed to two and one-half inches. There are no requirements for two and one-half inch hose to be provided (i.e., stages).

11. ~~((12-))~~ 906.1.1.  
Revise exception to read as follows:

- a. Exception.

Portable fire extinguishers are not required for residential buildings that do not have an interior or exterior common space, such as townhouses.

~~((13.)) 907.2.13.~~

~~Revise the wording for this section to read:~~

~~a. “In buildings with a floor used for human occupancy that is located more than fifty five feet above . . . .”))~~

12. ((14.)) Section ((4009.10)) 1009.13.

Remove “and for access to unoccupied roofs” from last sentence.

13. ((15.)) Section ((4009.13)) 1009.16.

Remove the last sentence “In buildings without an occupied roof, access to the roof from the top story shall be permitted to be by an alternating tread device.”

14. ((16.)) Section 1020.2.8.

Revise the second sentence to read as follows:

a. “. . . the story of, the number of floors above grade (if it is different from the story number), and the direction . . . .”

15. ((17.)) Section ((3404.2.9.6.4)) 5704.2.9.6.1.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).”

16. ((18.)) Section ((3406.2.4.4)) 5706.2.4.4.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).”

17. ((19.)) Section ((3506.2)) 5806.2.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).”

18. ((20.)) Section ((3804.2)) 6104.2.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).”

Section 4. That SMC section 17F.080.020 is repealed.

~~((17F.080.020) — Adoption of National Fire Protection Association Standards~~

~~The published 2007 versions of the National Fire Protection Association (NFPA) 13 and 72 codes that are referenced in the Spokane Municipal Code and the Fire Code are adopted as standards for the City of Spokane to be used with the fire code of the City. ))~~

Section 5. That SMC section 17F.080.030 is amended to read as follows:

**17F.080.030            Appendices Adopted**

The following appendices of the International Fire Code are adopted as part of the fire code of the City:

- A.     Appendix A – Board of Appeals.
- B.     Appendix B – Fire-flow Requirements for Buildings.
  - 1.     B105.2 – Exception: Revise to read:
    - a.     A reduction in fire-flow of up to fifty percent, as approved, is allowed when the building is provided with an automatic sprinkler system installed.
- C.     Appendix C – Fire Hydrant Locations and Distribution.
  - 1.     Table C105.1 – Revise the column for ‘Maximum distance from any point on street or road frontage to a hydrant’ to be five hundred feet for each row. For a fully fire sprinklered building, the maximum distance shall be no more than seven hundred fifty feet.
  - 2.     Table C105.1 – Footnote b is not adopted.
- D.     Appendix D – Fire Apparatus Access Roads.

Provided, fire department access will be in conformance to Appendix D with the following exceptions:

  - 1.     D103.1.

Access roads with hydrants shall have a minimum width of twenty-eight feet along the twenty feet prior to and twenty feet after the hydrant.
  - 2.     D103.3.

The minimum external turning radius will be fifty feet and minimum internal turning radius will be twenty-eight feet.
  - 3.     Table D103.4.

The cul-de-sac diameter shall be one hundred feet. Width of road for length of five hundred one feet to seven hundred fifty feet will be twenty-eight feet.

4. Figure D103.1.  
The ninety-six feet diameter cul-de-sac is revised to one hundred feet diameter.
5. D103.5.1.  
Revise wording to the following:
  - a. The minimum gate width shall be twenty feet (six thousand ninety-six millimeters) unless reviewed and accepted by the fire official or designated representative.
6. D103.6.1.  
Revise road width from twenty-six feet to twenty-eight feet unless reviewed and accepted by the fire department.
7. D103.6.2.  
Revise road width from twenty-six feet to twenty-eight feet. Revise road width of thirty-two feet to thirty-six feet unless reviewed and accepted by the fire department.
8. D103.7.1.  
Residential Driveways. Driveways used as fire lanes for single family and two-family dwellings can be reduced to an unobstructed width of twelve feet wide as long as there is a code compliant fifty foot radius turn-around or approved hammerhead within one hundred fifty feet of all points around the dwelling.
9. D103.7.2.  
Fire access roads can be designed in accordance with SMC 17H.040.140, Emergency Vehicle Access and Staging Areas, as an approved alternative with the approval of the fire official for residential access roads.

- E. Appendix E – Hazardous Categories.
- F. Appendix F – Hazard Ranking.
- G. Appendix G – Cryogenic Fluids – Weight and Volume Equivalents.
- H. Appendix H – Hazardous Materials Management Plan (HMMO) and Hazardous Materials Inventory Statement (HMIS) Instructions.
- I. Appendix I – Fire Protection Systems – Noncompliant Conditions; and

- J. Appendix J – (~~(Emergency Responder Radio Coverage)~~) Building Information Sign.

Section 6. That SMC section 17F.080.050 is amended to read as follows:

**17F.080.050 Fire Equipment Permit**

- A. In addition to any building, electrical, plumbing, or other permit issued by the building services department, a person needs a permit from the fire official to install, alter, or repair required fire protection or fire detection systems or equipment (~~((in any building, except a single-family dwelling or Group U occupancy))~~) which is regulated by this code.

1. The equipment to which this section applies includes, but is not limited to, any:
  - a. code-required fire alarm,
  - b. sprinkler,
  - c. standpipe,
  - d. range hood, or
  - e. other extinguishing system.

Non-required systems are further defined below.

2. A permit shall not be issued until payment of the permit fee, approval of plans where required, and payment of appropriate plan check fee.
    - a. If the Washington State fire marshal has charged a plan check fee for equipment he has approved, the applicant will not be charged a plan check fee for the same submittal by the City fire official.
- B. In order to verify, as provided in SMC 8.02.034, the value of the work upon which the permit and inspection fees are based, the fire official may require from the installer or from the owner of the property a verified copy of the invoice.
1. Should it appear that an installer is understating the value of the work, and thereby underpaying the fees, the fire official may suspend the installer's right to receive a permit for up to six months.

2. Upon a second instance of undervaluation, suspension may be for up to one year.
- C. Non-required fire alarm or fire sprinkler systems are those that are installed in a facility when they are not required by code. Non-required systems do not need to be submitted for review or permit, unless it is desired by the building owner.
  - D. Exceptions.
    1. Fire sprinkler systems with twenty or more heads.
    2. Inert gas suppression systems.
  - E. Non-required fire alarm and fire sprinkler systems that are submitted for review by the Spokane fire department shall be in accordance with NFPA 13, 13R, and 13D, NFPA 72, and the Spokane Municipal Code. Non-required systems will not be tracked for renewal on an annual basis unless requested by the owner or authorized representative.

Section 7. That SMC section 17F.080.110 is amended to read as follows:

**17F.080.110 Fire Alarm System Requirements**

- A. The following Chart 907 depicts the minimum fire alarm system requirements for the City of Spokane. These requirements supplement the International Fire Code.
- B. Where heights are noted, they are from the lowest level of fire department apparatus access to the elevation of the highest occupied level.
- C. Existing fire alarm systems will be allowed to be used and repaired without upgrade as long as they are properly maintained. Buildings that are altered or additions exceeding fifty percent of the building area will require the fire alarm system to be upgraded to the current requirements.
- D. Smoke detectors will be the primary means of detection. Where environmental conditions warrant (rooms with moisture potential, outdoors, etc.) heat detectors are allowed. Smoke detectors in restrooms and janitor closets are discouraged.

CHART 907	
OCCUPANCY	REQUIREMENTS FOR FIRE ALARM
All Except R3 and U	Atriums connecting more than two floors. Lowest level of structure greater than sixty feet below grade.



	<p>Covered mall buildings.</p> <p>Retroactive – IFC ((907.3)) <u>1103.7.</u></p> <p>Fire sprinkler monitoring for systems with ((more than)) <u>twenty or more</u> sprinklers.</p> <p>Smoke detection required in common areas and interior corridors used for required exits in occupancies required to have automatic fire alarm.</p> <p>Heat detectors are not required in spaces provided with quick response sprinklers in occupancies required to have automatic fire alarm.</p> <p>Special areas to be protected are required to have fire alarm in occupancies required to have automatic fire alarm – See SMC 17F.080.090.</p> <p>Central monitoring is required. A minimum of one notification device, one manual pull station, and one smoke detector is required.</p>
High Rise (greater than fifty-five to floor)	<p>Tenant spaces exceeding one thousand square feet.</p> <p>Voice notification is required.</p>
Daycares	<p>Less than or equal to ((fifty)) <u>thirty</u> children – Single station smoke detection is required.</p> <p>Greater than ((fifty)) <u>thirty</u> children – Automatic.</p> <p>Manual pull stations required at all exits of state licensed facilities.</p>
A1, A2, A3, A4, A5	<p>Automatic if greater than or equal to three hundred people.</p> <p>Voice notification is required if occupancy is greater than or equal to one thousand people.</p> <p>No manual pull stations required if fully sprinklered.</p>
B	<p>Automatic if greater than or equal to five hundred people.</p> <p>Automatic if greater than or equal to one hundred people above or below exit level.</p> <p>No manual pull stations required if fully sprinklered.</p> <p>Area contains Group B Ambulatory health care.</p>
E	<p>((Fifty)) <u>Thirty-one</u> or more occupants.</p> <p><u>Voice notification is required if more than thirty occupants.</u></p> <p>Exception for manual pulls (907.2.3).</p>
F1, F2	<p>Automatic if greater than five hundred persons above or below exit level.</p> <p>No manual pull stations required if fully sprinklered.</p> <p>Automatic is required when occupancy is two or more stories in height.</p>
H1, H2, H3, H4	<p>Not required unless other requirements apply.</p>
H5	<p>Manual.</p> <p>Automatic for highly toxic gases, organic peroxides and oxidizers.</p>
I1, I2, I3, I4	<p>Automatic.</p> <p>Manual pulls may be at staff-attended location.</p>

	Sleeping areas required to have single or multiple station smoke detection. Manual pull stations required at all exits of State Licensed I4.
M	Automatic if greater than or equal to five hundred people. Automatic if greater than or equal to one hundred people above or below exit level. Automatic if greater than twelve thousand square feet (SMC). No manual pull stations required if fully sprinklered.
R1, R2	Automatic – Five or more units/guest rooms. Not required for less than three levels with each unit having independent (not shared) direct exit to exterior. One manual pull station per exit stair required if not fully sprinklered. ADA Type A units will be provided with accessible communications features. ADA Type B units will be pre-wired for building notification.
R3	Single station smoke detection in sleeping areas and in hallways outside of sleeping areas.
S1, S2	None required unless other requirements apply.

Section 8. That SMC section 17F.080.310 is amended to read as follows:

#### **17F.080.310 Fire Department Connections**

Fire department connections for new standpipes ~~((and fire sprinkler system installations))~~ shall be located no more than ~~((five))~~ one hundred feet from a fire hydrant along an accessible path of travel unless where approved by the fire official. ~~Fire department connections for new fire sprinkler system installations shall be located no more than five hundred feet from a fire hydrant along an accessible path of travel unless where approved by the fire official.~~

Section 9. That SMC section 17F.080.440 is repealed.

#### **~~((17F.080.440~~ Basements**

~~Every existing basement or cellar exceeding one thousand five hundred square feet in floor area shall comply with IFC 903.2.11.1.~~

- A. ~~The seventy five foot distance noted in IFC 903.2.11.1.2 and IFC 903.2.11.1.3 shall be along an acceptable path of travel. ))~~

Section 10. Emergency Clause / Effective Date. This ordinance, passed by a majority plus one of the whole membership of the city council as a public emergency ordinance necessary for the protection of the public peace, health and safety and for the immediate support of city government and its existing institution shall be effective on July 1, 2013.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2013.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

06/03/2013

<b>Date Rec'd</b>	5/29/2013
<b>Clerk's File #</b>	ORD C34989
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	AMBER 625.6275
<b>Contact E-Mail</b>	AWALDREF@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0320 PARKING SYSTEM FUND

**Agenda Wording**

An ordinance relating to the Parking System Fund; amending section 7.08.130 of the Spokane Municipal Code.

**Summary (Background)**

Related to the City's ongoing economic development efforts, the parking system has been identified as a significant contributor to the economic health of the Downtown. Modifying the existing Parking Fund ordinance description to capture system wide parking revenues and an amount equal to the annual citation revenues, allows for improved system wide revenue tracking, resource management, and investment in the parking system and the parking environment.

**Fiscal Impact****Budget Account**

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

**Approvals****Council Notifications****Dept Head** WESTFALL, JENNIFER**Study Session****Division Director****Other****Finance** LESESNE, MICHELE**Distribution List****Legal** BURNS, BARBARA**For the Mayor** SANDERS, THERESA**Additional Approvals****Purchasing**



## Summary (Background)

These investments may include, but are not limited to, striping and signage for parking stalls, payment systems, streetscapes (including landscaping and lighting), way finding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, and all other aspects of the parking customer environment. This ordinance revises SMC 7.08.130 by renaming the section as the “Parking System Fund” and making revisions to accomplish the purpose and goal set forth above.

[illegible]

Ordinance No. C34989

An ordinance relating to the parking system fund; amending section 7.08.130 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 7.08.130 is amended to read as follows:

**7.08.130      Parking ((Meter Revenue)) System Fund**

- A.    There is created and shall be maintained in the office of the City treasurer a special revenue fund designated the "parking ((meter revenue)) system fund." ((Parking meter revenue)) All City parking revenue from on and off street meter systems, miscellaneous parking fees, permits, etc., along with other sums appropriated in the budget from the City general fund shall be deposited into the fund upon receipt. For the remainder of 2013, all parking infraction revenue collected over and above the budgeted infraction revenues for the year (one million four hundred fifty-five thousand dollars) shall be deposited in the fund. Starting in 2014, an amount equal to one hundred percent of the total amount of the parking infraction revenue collected, less the expenditures of the municipal court parking violations program from the prior calendar year, will be transferred from the general fund to the fund.
- B.    ((Money may be withdrawn from the fund to maintain public streets and roadways within the City and to loan to the public development authority's ground lease account and its operating and maintenance account with respect to the River Park Square parking garage, as provided in Ordinance C31823.)) Money deposited into the fund shall be accumulated or expended to pay for operations and maintenance of the parking system, to include parking enforcement and collections, the parking violation system and to maintain, improve, and enhance the customer environment in those areas where parking revenue is generated within the City.
- C.    City council priorities for expenditures from the parking system fund for 2013 through 2014 are parking system investments, parking environment improvements, administration, and safety and security of the parking system. For purposes of this section, "parking environment" shall mean all infrastructure in the public right-of-way that contributes to the interface between the downtown resident, visitor or worker and the downtown built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and lighting), wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways and all other aspects of downtown common areas, which contribute to the overall experience of downtown.

D. Parking Advisory Committee.

1. A parking advisory committee, formed by the Downtown Spokane Partnership, will advise the City on investments in the parking environment, policy, and rate-setting as informed by the downtown parking study. The committee will contain representation from a variety of downtown stakeholders, including property owners, large and small business owners, downtown residents and workers.
2. An annual budget and project list for the parking system fund will be created by the asset management department in conjunction with the advisory committee recommendations and approved annually by the city council. Projects will be placed in the six-year capital program as needed. The parking advisory committee and city staff will report annually on outcomes of parking fund investments. The city council, the parking advisory committee and staff will develop a set of indicators that will track downtown vitality as a result of improvements made from parking system fund investments. These data will be available in the annual report.

E. In 2014, the annual cost of two dedicated downtown neighborhood conditions (NCO) police officers will be funded out of parking system revenues. In 2015, the annual cost of one NCO officer will be funded out of parking system revenues.

F. Any available parking funds must first be used to cover the debt service on Series 2005B LTGO bonds or any subsequent refinancing of these bonds.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2013.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

06/03/2013

**Date Rec'd**

5/22/2013

**Clerk's File #**

ORD C34990

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**

BEN STUCKART 625.6258

**Project #****Contact E-Mail**

BSTUCKART@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0320 ON STREET PARKING

**Agenda Wording**

An ordinance relating to on-street parking regulations; amending SMC section 16A.61.561.

**Summary (Background)**

SMC 16A.61.561 currently prohibits a vehicle from being parked continuously on any one block upon a street for more than twelve hours. This ordinance will extend that time period to twenty-four hours and permit the establishment and enforcement of other on-street parking regulations affecting the hours set forth in SMC 16A.61.561 including regulations related, but not limited, to snow emergencies, abandon vehicles or vehicles without current registration.

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

WESTFALL, JENNIFER

**Study Session****Division Director****Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

BURNS, BARBARA

**For the Mayor**

GEMMILL, GERRY

**Additional Approvals****Purchasing**



## ORDINANCE NO. C34990

An ordinance relating to on-street parking regulations; amending SMC section 16A.61.561.

The City of Spokane does ordain:

Section 1. That SMC section 16A.61.561 is amended to read as follows:

### **16A.61.561 Parking Time Limited and Regulated**

- A. No vehicles shall be parked continuously in any one block upon any public street or highway in this City at any time for a period longer than ~~((twelve))~~ twenty-four hours. Vehicles in violation may be deemed unauthorized and subject to twenty-four hour notification of impoundment and be impounded.
- B. Between the hours of eight a.m. and seven p.m. on weekdays, no vehicle shall be parked continuously in any one block upon any street within that portion of the retail zone of the congested district lying north of the Burlington Northern Railway Company's viaduct for a period longer than one hour, nor in that portion of the retail zone of the congested district lying south of the Burlington Northern Railway Company's viaduct for a period longer than two hours, nor in any one block upon any street within the congested district outside the retail zone of the congested district for a period longer than three hours; provided, the city council may fix a shorter or longer time for parking in reserved and other restricted parking places established under the provisions of this code, the same to be effective when properly signed and posted by the City street director.
- C. Between the hours of eight a.m. and seven p.m., Monday through Saturday, no vehicle shall be parked within the parking meter area (as authorized by SMC 16A.61.5902) bounded by Sprague Avenue, Lincoln Street, Spokane Falls Boulevard, and Washington Street, inclusive of the boundary streets, at a space from which the parking meter or space number sign has been removed for a period longer than two hours.
- D. Nothing in this section shall prevent the establishment and enforcement of other on-street parking regulations affecting the hours set forth in this section including regulations related, but not limited, to snow emergencies, abandoned vehicles or vehicles without current registration.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2013.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# AGENDA SHEET FOR COUNCIL MEETING OF: June 7, 2010

Submitting Dept.  
Engineering Services

Contact Person/Phone No.  
Eldon Brown/625-6305

Council Sponsor  
Public Works Committee

RECEIVED  
MAY 27 2010  
CITY CLERK'S OFFICE  
SPOKANE, WA



## ADMINISTRATIVE SESSION

- o Contract
- o Report
- o Claims

## LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- First Reading Ord
- o Special Consideration
- Hearing

## CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

ORD C34603

## STANDING COMMITTEES

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

- o Public Safety
- o Public Works

Neighborhood/Commission/Committee Notified:

Action Taken:

## AGENDA WORDING:

Vacation of Spokane Street from 5th Avenue to I-90 requested by Foothills Mini Storage Inc. (East Central Neighborhood Council)

## BACKGROUND:

(Attach additional sheet if necessary)

At its legislative session held May 10, 2010, the City Council set a hearing on the above vacation for June 7, 2010. Since that time, staff has solicited responses from all concerned parties.

## RECOMMENDATION:

That the vacation be approved subject to the conditions contained in the Director of Engineering Services' Report and the Ordinance be read for the first time.

## Fiscal Impact

o N/A

## Budget Account:

o N/A

- o Expenditure: \$
- o Revenue: \$
- o Budget Neutral

#  
#

## ATTACHMENTS:

Include in Packets: Map, Report, Ordinance

## SIGNATURES

Director, Engineering Services

Division Director

Accounting

Legal

For the Mayor

Council President

## DISTRIBUTION:

See attached list

Stvac\Spokane St hrg agenda

## COUNCIL ACTION:

**June 7, 2010:** See Council Action Memorandum dated June 14, 2010.

FIRST READING OF THE ABOVE ORDINANCE  
WAS HELD ON

June 7, 2010

AND FURTHER ACTION WAS DECIDED

CITY CLERK

PASSED BY SPOKANE CITY COUNCIL ON

CITY CLERK

H1  
C34603

City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

ORDINANCE NO. C 3 4 6 0 3

An ordinance vacating Spokane Street from 5th Avenue to I-90

WHEREAS, a petition for the vacation of Spokane Street from 5th Avenue to I-90 has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Spokane Street from 5th Avenue to I-90 is hereby vacated. Parcel number not assigned. NW1/4 S20 T25 R43

Section 2. An easement is reserved and retained over and through the entire vacated area for the City of Spokane to protect existing and future utilities. Also, access to the WSDOT luminaire pole at the north end of the street shall be retained.

Section 3. Adequate emergency vehicle access shall be maintained to existing and future buildings.

Section 4. Ownership of the entire vacated area will revert to the parcels east of the said vacation.

Section 5. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

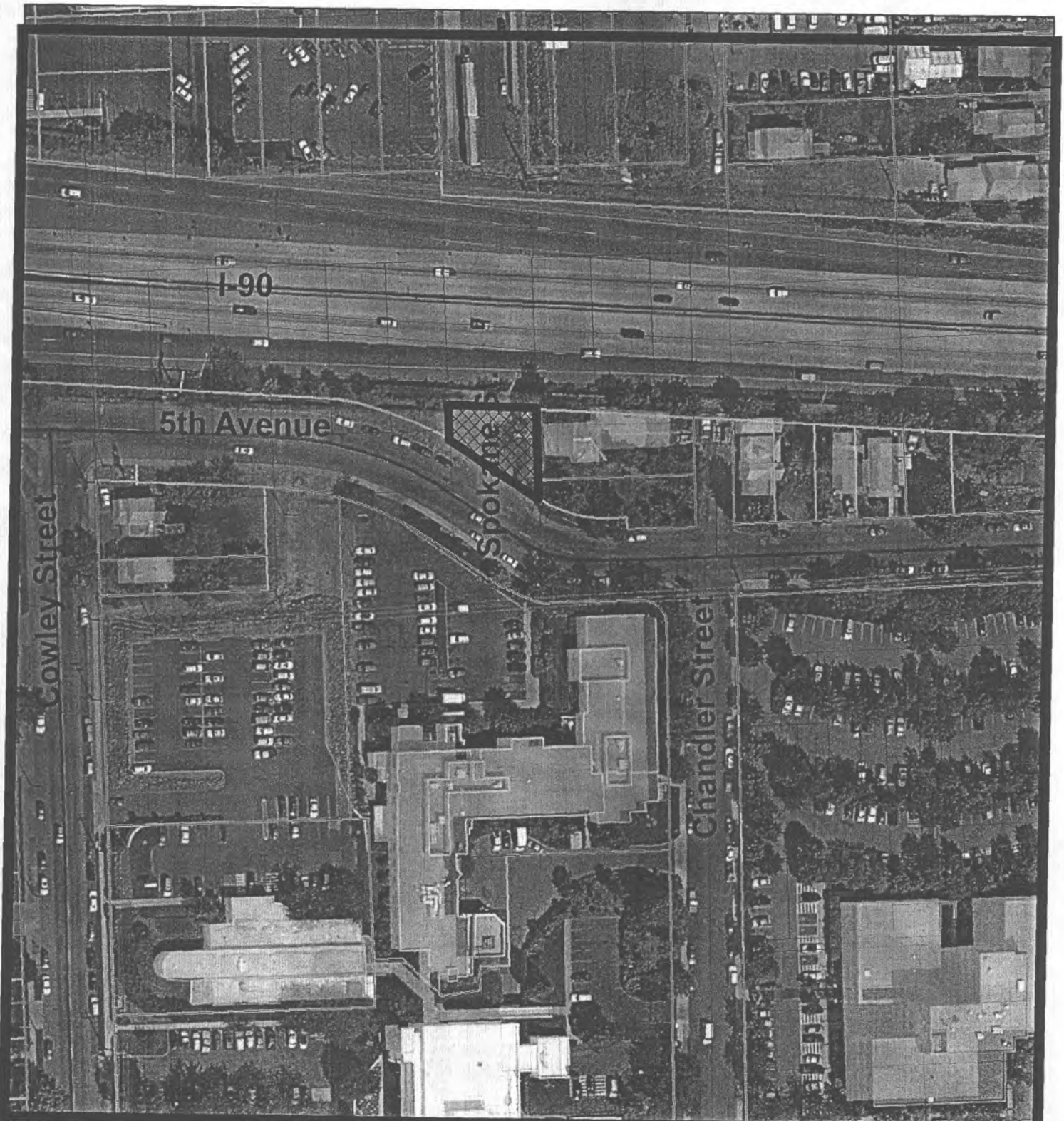
Approved as to Form:

  
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_



## Vacation of Spokane Street from 5th Avenue to I-90

Date: October 16, 2009



THIS IS NOT A LEGAL DOCUMENT.  
The information shown on this map is compiled  
from various sources and is subject to constant  
revision. Information shown on this map should  
not be used to determine the location of facilities  
in relationship to property lines, section lines,  
streets, etc.

C 3 4 6 0 3

## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: June 14, 2010

Clerk's File No.  
ORD C34603

TO: Engineering Services Director  
Engineering Services Dept.

FROM: Terri Pfister, City Clerk

RE: ORDINANCE C34603 VACATING SPOKANE STREET from 5<sup>th</sup> AVENUE  
to 1-90: REQUESTED by FOOTHILLS MINI STORAGE, INC.

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Attached is a copy of Ordinance No. C 34603 VACATING SPOKANE ST from 5<sup>th</sup> AVE  
to 1-90: requested by FOOTHILLS MINI STORAGE, INC.

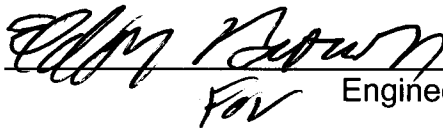
This ordinance was read for the first time on June 7, 2010 and will be read for the final  
time when the necessary conditions have been met, and when you sign, date, and  
return this form as indicated below, together with the copy of Ordinance No. C34603.



CITY CLERK

---

Precedent conditions have been met and Ordinance No. C 34603 is hereby returned for  
Final Reading.



For Engineering Services Director

Dated: 6/15/13



**Agenda Sheet for City Council Meeting of:**  
10/08/2012

<b>Date Rec'd</b>	9/26/2012
<b>Clerk's File #</b>	ORD C34924
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	ELDON BROWN 625-6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	0370-VACATION HEARING-WALNUT STREET-COLLEGE AVENUE

**Agenda Wording**

Vacation of Walnut Street from Bridge Avenue to College Avenue, North and South portions of Bridge Avenue from Maple Street to Cedar Street and the Alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue requested by Avista Corporation and North Gorge Residential Partners. (West Central Neighborhood Council)

**Summary (Background)**

At its legislative session held September 10, 2012 the City Council set a hearing on the above vacation for October 8, 2012. Since that time, staff has solicited responses from all concerned parties.

<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	TAYLOR, MIKE	<b>Study Session</b>
<b>Division Director</b>	QUINTRALL, JAN	<b>Other</b>
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>
<b>Legal</b>	BURNS, BARBARA	sdecker@spokanecity.org
<b>For the Mayor</b>	FEIST, MARLENE	htrautman@spokanecity.org
<b>Additional Approvals</b>		
<b>Purchasing</b>		

FIRST READING OF THE ABOVE ORDINANCE  
WAS HELD ON

10/9/2012  
AND FURTHER ACTION WAS DEFERRED

*Ken L. Foster*  
CITY CLERK

PASSED BY SPOKANE CITY COUNCIL ON

\_\_\_\_\_  
CITY CLERK

C34924



City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## **ORDINANCE NO. C34924**

An ordinance vacating Walnut Street from Bridge Avenue to College Avenue, North and South portions of Bridge Avenue from Maple Street to Cedar Street and the Alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue

WHEREAS, a petition for the vacation of Walnut Street from Bridge Avenue to College Avenue, North and South portions of Bridge Avenue from Maple Street to Cedar Street and the Alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue has been filed with the City Clerk representing of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Walnut Street from Bridge Avenue to College Avenue, North and South portions of Bridge Avenue from Maple Street to Cedar Street (more fully described in Exhibit A and the Alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue is hereby vacated. Parcel number not assigned. SE ¼ of S13 T25 R42

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, CenturyLink, and the City of Spokane to protect existing and future utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## EXHIBIT A

### Vacation of a Portion of Bridge Avenue Legal Description

Portions of Bridge Avenue as shown in the Final Plat of Chandlers 2nd Addition to Spokane Falls, recorded in Book A of Plats, Page 31, located in the Southeast Quarter of Section 13, Township 25N., Range 42E., W.M. in the City of Spokane, Spokane County, Washington and more particularly described as follows:

BEGINNING at the Southeast corner of Lot 5, Block 8 of said Final Plat of Chandlers 2nd Addition to Spokane Falls, said point also being on the North Right of Way line Bridge Avenue; thence S89°17'30"W along the North Right of Way line Bridge Avenue a distance of 434.11 feet to the Southwest corner of Lot 5, Block 7 of said Final Plat of Chandlers 2nd Addition to Spokane Falls; thence S 00°42'30"E along the Southerly prolongation of the Westerly line of said Lot 5 a distance of 14.75 feet; thence N89°17'30"E and parallel with the Northerly Right of Way line of Bridge Avenue a distance of 424.12 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 10.00 feet; thence Northerly along said curve through a central angle of 90°02'12" an arc distance of 15.71 feet; thence N00°44'42"W a distance of 4.74 feet to the POINT OF BEGINNING.

TOGETHER with a portion of said Bridge Avenue more particularly described as follows:

BEGINNING at the Southeast corner of Lot 6, Block 7 of said Final Plat of Chandlers 2nd Addition to Spokane Falls said point also being on the Northerly Right of Way line of Bridge Avenue; thence S89°17'30"W along said Northerly Right of Way Line a distance of 120.00 feet to the Southwest corner of said Lot 6; thence S00°44'27"E along the Southerly prolongation of the Westerly line of said Lot 6 a distance of 4.76 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 10.00 feet; thence Southeasterly along said curve through a central angle of 89°58'03" an arc distance of 15.70 feet; thence N89°17'30"E and parallel with the Northerly Right of Way line of Bridge Avenue a distance of 110.00 feet; thence N00°42'30"W a distance of 14.75 feet to the POINT OF BEGINNING.

ALSO TOGETHER with a portion of said Bridge Avenue more particularly described as follows: BEGINNING at the Northeast corner of Lot 1, Block 9 of said Final Plat of Chandlers 2nd Addition to Spokane Falls said point also being on the Southerly Right of Way line of Bridge Avenue; thence S89°17'30"W along said Southerly Right of Way Line a distance of 569.12 feet to the Northwest corner of Lot 10, Block 10 of said Final Plat of Chandlers 2nd Addition to Spokane Falls; thence continuing S89°17'30"W a distance of 45.56 feet; thence N08°32'26"W a distance of 20.44 feet; thence N89°17'30"E and parallel with the Southerly Right of Way line of Bridge Avenue a distance of 607.46 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 10.00 feet; thence Southeasterly along said curve through a central angle of 89°57'48" an arc distance of 15.70 feet; thence S00°44'42"E a distance of 10.26 feet to the POINT OF BEGINNING.

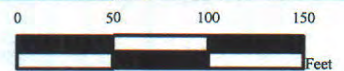
Containing 20,582 square feet more or less





**Vacation of Walnut Street from  
College Ave. to Bridge Ave.,  
portion of Bridge Ave. from  
Maple St. to Cedar St. and the  
Alley between Walnut St. and  
Cedar St. from Bridge Ave.  
to College Ave.**

Date: April 24, 2012



**THIS IS NOT A LEGAL DOCUMENT:**  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: October 8, 2012

TO: Sandy Decker  
Engineering Services

Clerk's File No.  
ORD C34924

FROM: Terri Pfister, City Clerk

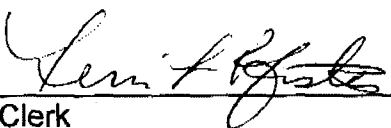
RE: **Vacation of Walnut Street from Bridge Avenue to College Avenue; north and south portions of Bridge Avenue from Maple Street to Cedar Street and the alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue.**

---

Attached is a copy of Ordinance C34924 for the vacation of:

**Walnut Street from Bridge Avenue to College Avenue; north and south portions of Bridge Avenue from Maple Street to Cedar Street and the alley between Walnut Street and Cedar Street from Bridge Avenue to College Avenue.**

This ordinance was read for the first time on October 8, 2012, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

  
\_\_\_\_\_  
City Clerk

10/8/2012  
\_\_\_\_\_  
Date

---

Precedent conditions have been met and Ordinance C34924 is hereby returned for Final Reading.

  
For \_\_\_\_\_  
Engineering Services Director

Dated: 6/5/13  
\_\_\_\_\_

---

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

04/08/2013

**Date Rec'd**

3/27/2013

**Clerk's File #**

ORD C34973

**Renews #****Submitting Dept**

ENGINEERING SERVICES

**Contact Name/Phone**

ELDON BROWN 625-6305

**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

Hearings

**Agenda Item Name**

0370-GARNET-MYRTLE STREET VACATION HEARING

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

Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue requested by City of Spokane, Park's Department.

**Summary (Background)**

At its legislative session held February 25, 2013 the City Council set a hearing on the above vacation for March 25, 2013 and on March 18, 2013 rescheduled the hearing to April 8, 2013. Since that time, staff has solicited responses from all concerned parties.

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

BROWN, ELDON

**Study Session****Division Director**

QUINTRALL, JAN

**Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

BURNS, BARBARA

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing**

City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

ORDINANCE NO. C34973

An ordinance vacating Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue.

WHEREAS, a petition for the vacation of Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue is hereby vacated. Parcel number not assigned, SE ¼ of Sec. 3-25-43.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities and Comcast to protect existing and future utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

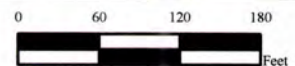
Effective Date: \_\_\_\_\_





**Vacation of Garnett Avenue from  
Rebecca Street to Myrtle Street  
and Myrtle Street from the  
Northline of the Alley North  
Courtland Avenue to Garnett  
Avenue**

Date: June 25, 2012



**THIS IS NOT A LEGAL DOCUMENT:**  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: April 9, 2013

TO: Sandy Decker  
Engineering Services

Clerk's File No.  
ORD C34973

FROM: Terri Pfister, City Clerk

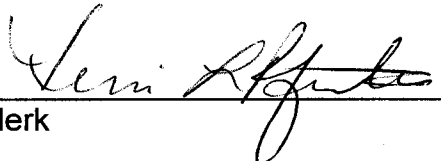
RE: **Vacation of Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue requested by Parks Department.**

---

Attached is a copy of Ordinance C34973 for the vacation of:

**Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue requested by Parks Department.**

This ordinance was read for the first time on April 8, 2013, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

  
\_\_\_\_\_  
City Clerk

4/12/13  
\_\_\_\_\_  
Date

---

Precedent conditions have been met and Ordinance C34973 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Engineering Services Director

Dated: 6/5/13  
\_\_\_\_\_



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

February 11, 2013

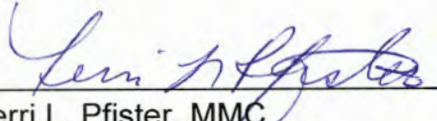
City Clerk File No.:  
ORD C34951  
CR: PRO 2012-0048

COUNCIL ACTION MEMORANDUM:

RE: FINAL READING ORDINANCE C34951 ORDERING STREET  
IMPROVEMENTS OF REBECCA STREET FROM 9<sup>TH</sup> TO 7<sup>TH</sup> AVENUES  
(deferred from December 17, 2013, Agenda)

During the Spokane City Council 6:00 p.m. Legislative Session held Monday, February 4, 2013, Council President Stuckart requested a motion to table Ordinance C34951 so that it goes through the new LID process. Council Member Snyder noted the City Council received a report on the new LID process during today's (February 4) PCED Committee meeting. Subsequently, the following action was taken:

**Motion** by Council Member Allen, seconded by Council Member Snyder to **table ORD C34951** ordering the street improvements for Rebecca Street from 9th Avenue to 7th Avenue, establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvement (East Central Neighborhood); **carried unanimously (Council Member McLaughlin absent).**

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

February 11, 2013

City Clerk File No.:  
ORD C34951  
CR: PRO 2012-0048

COUNCIL ACTION MEMORANDUM:

RE: FINAL READING ORDINANCE C34951 ORDERING STREET  
IMPROVEMENTS OF REBECCA STREET FROM 9<sup>TH</sup> TO 7<sup>TH</sup> AVENUES  
(deferred from December 17, 2013, Agenda)

During the Spokane City Council's 3:30 p.m. Briefing Session held Monday, January 28, 2013, upon review of Final Reading Ordinance C34951—ordering the street improvements for Rebecca Street from 9<sup>th</sup> Avenue to 7<sup>th</sup> Avenue (LID 2012093)—on the February 4, 2013, Advance Agenda, City Council Members expressed concerns regarding the LID process, and they inquired what the content of the letter is that homeowners receive regarding the LID. Council Members requested to receive before next Monday a copy of the letter that went to property owners who live in the area of the LID. Business and Developer Services Division Director Jan Quintrall noted that staff is revamping the entire LID process and staff will have a presentation regarding the process at the next PCED (Planning, Community, and Economic Development) Committee meeting. She noted that under the new proposed process a “no response” will not be counted as a “yes.”

Terri L. Pfister, MMC  
Spokane City Clerk

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

06/17/2013

**Date Rec'd**

12/5/2012

**Clerk's File #**

ORD C34951

**Renews #****Submitting Dept**

HEARING EXAMINER

**Cross Ref #**

PRO 2012-0048

**Contact Name/Phone**

MIKE TAYLOR 625-6307

**Project #**

2012093

**Contact E-Mail**

PMTAYLOR@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Final Reading Ordinance

**Requisition #****Agenda Item Name**

0570, LID 2012093-FORMATION-REBECCA FROM 9TH TO 7TH

**Agenda Wording**

Formation of a Local Improvement District for street improvements in Rebecca Street from 9th Avenue to 7th Avenue. (East Central Neighborhood Council)

**Summary (Background)**

On 11-27-12, the Hearing Examiner held a public hearing on the above matter and on 11-27-12, issued a decision recommending formation of the local improvement district. This project was initiated by Staff as part of the Street Bond LID Program and is consistent with the adopted policies of the City Council. The district contains a total of 26 parcels. There is one known opponent to this LID and his assessment is approximately 3.2% of the total project.

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

SMITH, GREG

**Study Session****Division Director****Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

BURNS, BARBARA

sdecker@spokanecity.org

**For the Mayor**

SANDERS, THERESA

areid@spokanecity.org

**Additional Approvals**

mlesesne@spokanecity.org

**Purchasing**

pdolan@spokanecity.org

jmallahan@spokanecity.org

ORDINANCE NO. C34951

An ordinance ordering the **Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue**, establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvement.

**THE CITY OF SPOKANE DOES ORDAIN:**

Section 1. That **Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue** be improved by the **paving of the same**, and that such other work be done as may be necessary in connection therewith, according to the maps, plans, drawings and specifications prepared by the Engineering Services Director of said City, and on file in the Office of the said Engineering Services Director, which said maps, plans, drawings and specifications are hereby approved and adopted.

Section 2. That the cost of said improvement, including all the necessary and incidental expenses, shall be borne by and assessed against the property included in the local improvement district hereinafter established and described and in accordance with law. The City of Spokane shall not be liable in any manner for any portion of the cost or expense of said improvement, except as may be herein provided.

Section 3. That there is hereby established a local improvement district to be known as **“Local Improvement District No. 2012093 for Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue,”** which said district embraces as nearly as practicable all of the lots, tracts and parcels of land and other property specially benefited by the said improvement, and described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
1 – 12 & south ½ of Vacated Right-Of-Way	9	Big Spring Addition
4 – 9	6	Palisade Park Addition
1 – 12 & east ½ of Vacated Right-Of-Way	8	Palisade Park Addition
4 – 9 & west ½ of 3	9	Palisade Park Addition

Situated in the **south east** quarter of Section **22**, Township **25**, Range **43** East of the Willamette Meridian

Section 4. That the sum charged against any lot, tract and parcel of land or other property in said district may be paid during the thirty (30) day period allowed for the payment of assessments without penalty, interest, or cost, and that thereafter the sum remaining unpaid may be paid in equal annual installments bearing interest at such rate or rates as authorized by the City Council, in accordance with state law and the charter and ordinances of the City of Spokane. All of which said lots, tracts and parcels of land or other property in said district are specially benefited by said improvement.

For the purpose of this improvement there is hereby created a special fund for the cost and expense of the said improvement to be designated as, **“Local Improvement District No. 2012093 for Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue,”** into which shall be paid the special assessments hereby authorized when collected as provided by law. The said fund shall be used for no other purpose than the redemption of warrants drawn upon and bonds issued against the fund to provide for the cost and expense of the improvement, or installment notes for same.

Section 5. That for the purpose of paying the cost and expense of said improvement there shall be issued by the City of Spokane local improvement bonds, installment notes, or warrants, said bonds, installment notes, or warrants to bear interest at such rate or rates as authorized by the City Council. Said bonds, installment notes, or warrants shall be redeemable only out of the local improvement fund created by this ordinance. In case said improvement is made by contract, said bonds, installment notes, or warrants shall be delivered to the contractor in payment of the contract price, or, the City may, at its election, sell said bonds, installment notes, or warrants and make payment in cash. If provision is made in said contract for progress payments to be made upon estimates, local improvement warrants shall be issued upon the local improvement fund created herein for the purpose of making such progress payments. The improvement bonds herein provided for may be sold by the Treasurer of the City of Spokane at public or private sale at not less than their par value and accrued interest. In such event, the proceeds thereof shall be applied in payment of the cost and expense of the improvement. No bonds shall be issued in excess of the cost of the improvement, nor shall they be issued prior to twenty (20) days after the thirty (30) days allowed for the payment of assessments without penalty, interest, or cost.

Section 6. The City Administrator is hereby directed to advertise for bids for making said improvement, reserving to the City the right to reject any and all bids. In case a satisfactory bid is received and accepted, the contract for said improvement shall provide that the same shall be completed in all things in accordance with the maps, plans, drawings and specifications for said improvement herein referred to, and shall also provide that the contractor making the improvement shall accept the bonds or warrants herein provided for at par and accrued interest in payment of the contract price for such work, to the extent of such bond or warrant issue, if the City shall so elect. In case no satisfactory bid is received, as in RCW 35.43.190 set forth, said improvement may be made by the City and payment therefore shall be made as otherwise provided herein.

Section 7. No bid, acceptance of any bid, or contract relating to said improvement shall be binding upon the City until the assessments herein provided for shall be confirmed by ordinance. The City shall not be under any obligation or duty to confirm any assessment or assessment roll and, if for any reason the same be not confirmed, the bid, acceptance of bid, or contract shall be of no force or effect.

The City shall not be liable or responsible in any manner, except to account for the local improvement bonds and fund herein provided for, and except as to the guaranty fund provided for in Ordinance No. C4155. Bondholders' remedy in case of nonpayment shall be confined to enforcement of the special assessments made for the improvement and to the guaranty fund.

Section 8. This ordinance shall take effect immediately after its passage.

**Passed the City Council** \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## CITY OF SPOKANE HEARING EXAMINER

RE: Formation of a Local Improvement ) FINDINGS, CONCLUSIONS,  
District for Street Improvements ) AND RECOMMENDATION  
in Rebecca Street from 9<sup>th</sup> Avenue to 7<sup>th</sup> )  
Avenue )  
)  
)  
) LID #2012093

### SUMMARY OF PROPOSAL AND RECOMMENDATION

**Project Description:** The purpose of this LID is to construct street improvements in Rebecca Street from 9<sup>th</sup> Avenue to 7<sup>th</sup> Avenue. The district contains a total of 26 parcels. The project was initiated by Staff as part of the Street Bond LID Program and is consistent with the adopted policies of the City Council. The expected benefits are designed to provide improved neighborhood circulation, dust control, adequate storm drainage and improved quality of life within the assessment district. There is one known opponent to this LID and his assessment is approximately 3.2% of the total.

**Recommendation:** That the Local Improvement District be formed as presented.

### FINDINGS OF FACT BACKGROUND INFORMATION

**Date of Resolution:** October 29, 2012

**Estimated Cost:** The estimated project cost is \$214,259.27 and breaks down as follows:

Estimated Cost of Improvement	\$ 280,224.99
Engineering Fee	120,496.75
City Clerk	256.59
City Treasurer	3,110.00
Accounting	2,679.32
Interest	18,214.62
Bonds	322.50
Attorney's Fee	<u>3,213.89</u>
	\$ 428,518.66
Supplemental Funding:	
Ten-Year Street Bond	(214,259.39)
Net Assessment to Property Owners	\$ 214,259.27

## **PROCEDURAL INFORMATION**

**Hearing Date:** November 27, 2012

**Notices:**

Mailed: November 2, 2012  
Published: October 31 & November 7, 2012  
Information Meeting: November 15, 2012

**Known Opponents:** Curt Miller  
3806 E 7<sup>th</sup> Avenue  
Spokane, WA 99202

**Testimony:**

Michael Myers, Engineering Services  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

**Exhibits:**

1. Agenda sheet setting hearing
2. Map of proposed district boundaries
3. Legal description of proposed district boundaries
4. Preliminary assessment roll
5. Copy of mailed notice
6. Affidavit of Mailing
7. Affidavit of Publication with attached Resolution
8. Engineering Services Department report
9. Informational Meeting attendance roster
10. Letter from Connie S. Duncalfe in support of the project
11. Letter from Curt Miller opposing the project

## **FINDINGS AND CONCLUSIONS**

To recommend approval of the formation of the proposed LID the Hearing Examiner must find that all of the criteria set forth in SMC 7.05.490 are or will be met. The Hearing Examiner has reviewed the proposed LID and the evidence of record with regard to these criteria and makes the following Findings and Conclusions:

1. All of and only the property that will be specially benefited by the proposed improvement is included within the proposed LID boundaries.

Benefits are designed to provide improved neighborhood circulation, dust control, adequate storm drainage, and improved quality of life within the assessment district. This LID includes all of the properties which front on Rebecca Street from 9<sup>th</sup> Avenue to 7<sup>th</sup> Avenue or are

within one-half block thereof. These properties will be the most benefited by these street improvements.

2. Formation of the LID is consistent with the adopted policies of the City Council.

It is the policy of the City Council to approve LIDs in order to eliminate unpaved streets and alleys to reduce air pollution and for other reasons. It is also the policy of the City Council to approve LIDs unless they are opposed by property owners having estimated assessments totaling greater than 60 percent of the total project. There is one known opponent to this LID and his assessment is approximately 3.2% of the total.

3. All procedures set forth in RCW 35.43 and SMC 7.05 have been followed.

The hearing before the Hearing Examiner was held pursuant to a resolution adopted by the City Council and was held at the time and place set by the Council. Notice of the hearing was mailed to all owners and taxpayers of record by the Engineering Services Department on November 2, 2012, and a copy of the resolution was published in a newspaper of general circulation (*The Official Gazette*) on October 31 & November 7, 2012. These dates comply with the time periods required by RCW 35.43 and SMC 7.05, and the notices contained all the information required by those laws. Therefore, the procedures set forth in those laws have been met.


#### **RECOMMENDATION**

Based on the Findings and Conclusions above, the Hearing Examiner recommends that the Local Improvement District be formed as presented.

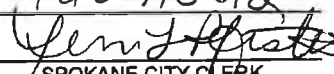
DATED this 27th day of November 2012.

  
\_\_\_\_\_  
Greg Smith  
City of Spokane Hearing Examiner

10/31/12  
308EXHIBIT NO. 1

		<b>Agenda Sheet for City Council Meeting of:</b>		<b>Date Rec'd</b>	10/17/2012
		10/29/2012		<b>Clerk's File #</b>	RES 2012-0095
				<b>Renews #</b>	
<b>Submitting Dept</b>	ENGINEERING SERVICES			<b>Cross Ref #</b>	PRO 2012-0048
<b>Contact Name/Phone</b>	MIKE TAYLOR 625-6307			<b>Project #</b>	2012093
<b>Contact E-Mail</b>	PMTAYLOR@SPOKANECITY.ORG			<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions			<b>Requisition #</b>	
<b>Agenda Item Name</b>	0370 SET HEARING LID 2012093-REBECCA FROM 9TH TO 7TH				
<b>Agenda Wording</b>					
Setting LID #2012093 Formation Hearing before the Hearing Examiner for November 27, 2012 at 1:30 p.m. for the Street Improvements of Rebecca Street from 9th Avenue to 7th Avenue. (East Central Neighborhood Council)					
<b>Summary (Background)</b>					
This project is being initiated by Staff as part of the Street Bond LID Program. The streets proposed to be paved have been identified as good candidates for this program and these improvements would be a benefit to the neighborhood.					
<b>Fiscal Impact</b>			<b>Budget Account</b>		
Select	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<b>Approvals</b>			<b>Council Notifications</b>		
<b>Dept Head</b>	TAYLOR, MIKE		<b>Study Session</b>		
<b>Division Director</b>	TAYLOR, MIKE		<b>Other</b>		
<b>Finance</b>	LESESNE, MICHELE		<b>Distribution List</b>		
<b>Legal</b>	BURNS, BARBARA		sdecker@spokanecity.org		
<b>For the Mayor</b>	FEIST, MARLENE		pdolan@spokanecity.org		
<b>Additional Approvals</b>			areid@spokanecity.org		
<b>Purchasing</b>			jmallahan@spokanecity.org		

ADOPTED BY SPOKANE CITY COUNCIL

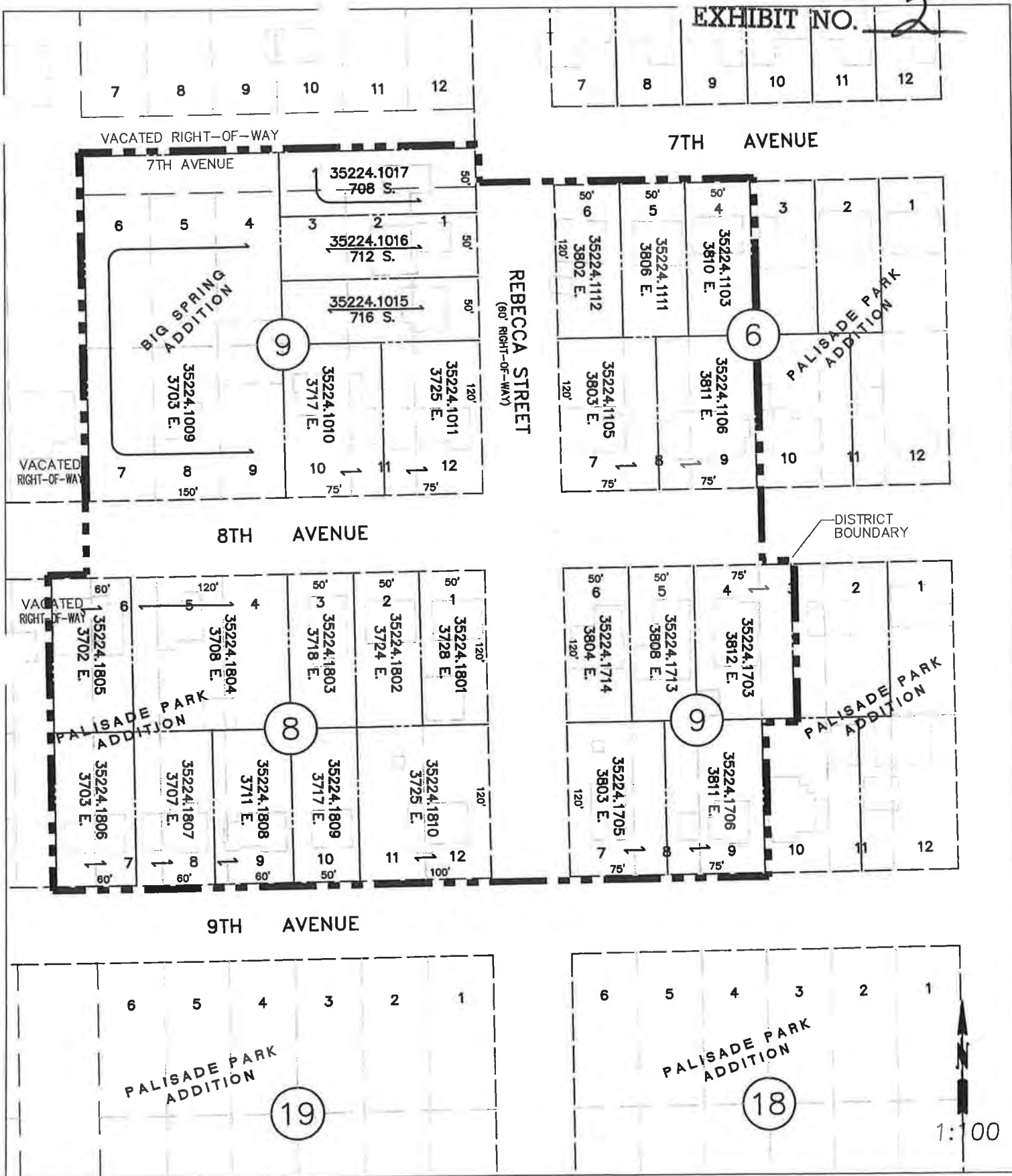
on 10/29/2012  
  
 SPOKANE CITY CLERK

**BACKGROUND**, continued:

Estimated Cost of Improvement	\$ 280,224.99
Engineering Fee	120,496.75
City Clerk	256.59
City Treasurer	3,110.00
Accounting	2,679.32
Interest	18,214.62
Bonds	322.50
Attorney's Fee	<u>3,213.89</u>
	\$ 428,518.66
 Ten-Year Street Bond	 214,259.39
 Net Assessment to Property Owners	 \$ 214,259.27

There are no outstanding L.I.D. assessments.

Projects\2012093\formation agenda



**DISTRICT MAP**  
**PROJECT # 2012093, Rebecca Street from 9th Avenue to 7th Avenue**

## ASSESSMENT DISTRICT DESCRIPTION

PROJECT NO. 2012093

Description of the assessment district for:

**Street Improvements in Rebecca Street from 9th Avenue to 7th Avenue**

---

All that property described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
1 - 12 & south 1/2 of Vacated Right-Of-Way	9	Big Spring Addition
4 - 9	6	Palisade Park Addition
1 - 12 & east 1/2 of Vacated Right-Of-Way	8	Palisade Park Addition
4 - 9 & west 1/2 of 3	9	Palisade Park Addition

Situated in the **south east** quarter of Section **22**, Township **25**, Range **43** East of the Willamette Meridian

End of Description.

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LDRP11  
10/04/12 8:48 AM

CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* PRELIMINARY ASSESSMENT ROLL \*\*\*\*\*

PAGE 1

EXHIBIT NO. 4

PBWK FILE

PROJECT DESCRIPTION

2012093 LID

REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE

PBWK FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
2012093 LID	REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE	PAVING CURBING SIDEWALK STORM

ESTIMATED COST OF IMPROVEMENT.....\$	280,224.99
DESIGN AND INSPECT EXPENSE.....\$	120,496.75
CITY CLERK EXPENSE.....\$	256.59
TREASURER EXPENSE.....\$	3,110.00
ACCOUNTING EXPENSE.....\$	2,679.32
INTEREST EXPENSE.....\$	18,214.62
BONDS EXPENSE.....\$	322.50
LEGAL EXPENSE.....\$	3,213.89
ESTIMATED PROJECT SALES TAX.....\$	.00
TOTAL ESTIMATED PROJECT COST.....\$	428,518.66
STREET BOND 2004.....\$	214,259.39
TOTAL ESTIMATED NET PROJECT ASSESSMENT.....\$	214,259.27



CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* PRELIMINARY ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE		PROJECT DESCRIPTION		
2012093 LID		REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE		
1	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1009 / 35224.1009	BIG SPRING ADDITION LOTS 4 THRU 9 INCLUSIVE & S1/2 OF VACATE D 7TH AVE LYG NLY OF& ADJ TO SD LOTS ALL IN BLK 9	E 3703 8TH AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
OCHSNER, JOSEPH H & CYNDI P E 3703 8TH AVE SPOKANE WA 99202-5212USA		OCHSNER, JOSEPH H & CYNDI P E 3703 8TH AVE SPOKANE WA 99202-5212USA	10,925.05	10,925.05
2	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1010 / 35224.1010	BIG SPRING ADDITION LOTS 10 & W1/2 OF LOT 11 BLK 9	E 3717 8TH AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
HALL, REX M E 3717 8TH AVE SPOKANE WA 99202		HALL, REX M E 3717 8TH AVE SPOKANE WA 99202	5,462.53	5,462.53
	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1011 / 35224.1011	BIG SPRING ADDITION E1/2 OF LOT 11 & ALL OF LOT 12 BLK 9	E 3725 8TH AV	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
WILKERSON, SHALENA V E 3725 8TH AVE SPOKANE WA 99202-		WILKERSON, SHALENA V E 3725 8TH AVE SPOKANE WA 99202-	17,480.08	17,480.08
4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1015 / 35224.1015	BIG SPRINGS ADDITION THE S50FT LOTS 1 THRU 3, BLK 9	S 716 REBECCA ST	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
ASHLEY, DENNIS & PATRICIA 560 POMONA AVE OROVILLE CA 95965-4539		ASHLEY, DENNIS & PATRICIA 560 POMONA AVE OROVILLE CA 95965-4539	9,559.42	9,838.97
			DRIVEWAY	279.55
5	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1016 / 35224.1016	BIG SPRINGS ADDITION THE N50FT OF THE S100FT OF LOTS 1 THRU	S 712 REBECCA ST	

PBWK FILE		PROJECT DESCRIPTION		
2012093 LID		REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE		
3, BLK 9				
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT	
DUNCALFE, CONNIE S	DUNCALFE, CONNIE S	9,559.42	10,575.65	
S 712 REBECCA ST	S 712 REBECCA ST			
SPOKANE WA 99202-5280USA	SPOKANE WA 99202-5280USA			
		CONCRETE TRANSITION	771.62	
		DRIVEWAY	244.61	
6	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1017 / 35224.1017	BIG SPRINGS ADDITION THE N20FT OF LOTS 1 THRU 3 & ALSO THE S 1/2 OF VAC 7TH AVE NADJ TO SD LOTS 1 THRU 3, BLK 9	S 708 REBECCA ST	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT	
NELSON, RODNEY L/NILSSON-NELSO	NELSON, RODNEY L/NILSSON-NELSO	3,823.77	3,823.77	
N 20517 THOR RD	N 20517 THOR RD			
COLBERT WA 99005 USA	COLBERT WA 99005 USA			
7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34-1103 / 35224.1103	PALISADE PK L4 B6	E 3810 7TH AV	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT	
ANDERSON, BA & DL	ANDERSON, BRIAN/STUART, DAWN	2,549.18	2,549.18	
10760 N BUNKERHILL D	10760 N BUNKERHILL D			
FRESNO CA 93720	FRESNO CA 93720			
8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1105 / 35224.1105	PALISADE PK ALL L7; W1/2 OF L8 B6	E 3803 8TH AV	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT	
DICKINSON, VERN C / DEL A	DICKINSON, VERN C / DEL A	17,480.08	17,759.64	
E 3803 8TH AVE	E 3803 8TH AVE			
SPOKANE WA 99202	SPOKANE WA 99202			
		DRIVEWAY	279.56	
9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1106 / 35224.1106	PALISADE PK E1/2 L8; ALL L9 B6	E 3811 8TH AV	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT	
DAMSCHEN, TODD & ELAINE	DAMSCHEN, TODD & ELAINE	5,462.53	5,462.53	

PBWK FILE		PROJECT DESCRIPTION		
2012093 LID		REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE		
PO BOX 3436		PO BOX 3436		
COEUR D'ALENE ID 83816		COEUR D'ALENE ID 83816		
10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1111 / 35224.1111	PALISADE PARK ADD LT 5 BLK 6	E 3806 7TH AV	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MILLER, CURT D	MILLER, CURT D	6,919.20		6,919.20
E 3806 7TH AVE	E 3806 7TH AVE			
SPOKANE WA 99202-5203USA	SPOKANE WA 99202-5203USA			
11	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1112 / 35224.1112	PALISADE PARK LT 6 BLK 6	E 3802 7TH AV	
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
DUCREST, KATHLEEN	DUCREST, KATHLEEN	13,474.23		14,203.74
3802 7TH AVE	E 3802 7TH AVE		CONCRETE TRANSITION 467.42	
KANE WA 99202-5203USA	SPOKANE WA 99202-5203USA		DRIVEWAY 262.09	
12	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1703 / 35224.1703	PALISADE PK W1/2 L3;ALL L4 B9	E 3812 8TH AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ANDREWS, PHILIP R	ANDREWS, PHILIP R	3,459.60		3,459.60
E 3812 8TH AVE	E 3812 8TH AVE			
SPOKANE WA 99202	SPOKANE WA 99202			
13	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1705 / 35224.1705	PALISADE PK ALL L7;W1/2 L8 B9	E 3803 9TH AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
KENT, JEFFREY D	KENT, JEFFREY D	17,480.08		18,134.91
E 3803 9TH AVE	E 3803 9TH AVE		CONCRETE TRANSITION 445.16	
SPOKANE WA 99202	SPOKANE WA 99202		DRIVEWAY 209.67	
14	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1706 / 35224.1706	PALISADE PK E1/2 L8;ALL L9 B9	E 3811 9TH AV	N

PBWK FILE		PROJECT DESCRIPTION		
2012093 LID		REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE		
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
FLYNN, TIMOTHY M		FLYNN, TIMOTHY M	5,462.53	5,462.53
E 3811 9TH AVE		E 3811 9TH AVE		
SPOKANE WA	99202-5228USA	SPOKANE WA	99202-5228USA	
15	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1713 / 35224.1713	PALISADE PARK LT 5 BLK 9	E 3808 8TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
WILBERT, JENNIFER R		WILBERT, JENNIFER R	6,919.20	6,919.20
E 3808 8TH AVE		E 3808 8TH AVE		
SPOKANE WA	99202	SPOKANE WA	99202	
16	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1714 / 35224.1714	PALISADE PARK LT 6 BLK 9	E 3804 8TH AV	N
PAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
MONCRIEF, DIONTE R /ESPIRITU-M		MONCRIEF, DIONTE R /ESPIRITU-M	13,474.23	13,736.32
E 3804 8TH AVE		E 3804 8TH AVE		
SPOKANE WA	99202	SPOKANE WA	99202	
			DRIVEWAY	262.09
17	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1801 / 35224.1801	PALISADE PK L1 B8	E 3728 8TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
ROBERTS, JONATHAN D & HOPE D		ROBERTS, JONATHAN D & HOPE D	13,474.23	15,414.99
E 3728 8TH AVE		E 3728 8TH AVE		
SPOKANE WA	99202-5213USA	SPOKANE WA	99202-5213USA	
			CONCRETE TRANSITION	1,469.02
			DRIVEWAY	471.74
18	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1802 / 35224.1802	PALISADE PK L2 B8	E 3724 8TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
SY, NARCISCO V & ELINITA N		SY, NARCISCO V & ELINITA N	6,919.20	6,919.20
E 3724 8TH AVE		E 3724 8TH AVE		
SPOKANE WA	99202	SPOKANE WA	99202	

PBWK FILE		PROJECT DESCRIPTION		
2012093 LID		REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE		
19	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1803 / 35224.1803	PALISADE PK L3 B8	E 3718 8TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
GREENFIELD, KEVIN D & LOUISE L		GREENFIELD, KEVIN D & LOUISE L	2,549.18	2,549.18
E 3718 8TH AVE		E 3718 8TH AVE		
SPOKANE WA 99202-5213USA		SPOKANE WA 99202-5213USA		
20	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1804 / 35224.1804	PALISADE PK ALL L4-5; E20FT L6 B8	E 3708 8TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
OCHSNER, JOSEPH H & CYNDI P		OCHSNER, JOSEPH H & CYNDI P	4,370.02	4,370.02
E 3708 8TH AVE		E 3708 8TH AVE		
SPOKANE WA 99202-5213		SPOKANE WA 99202-5213		
	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1805 / 35224.1805	PALISADE PK W30FT L6 B8 INC 30FT VAC STP W OF&ADJ	E 3702 8TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
ERICKSON-SPARROW, DEBBIE A		SPARROW, B W & D	2,185.01	2,185.01
E 3702 8TH AVE		E 3702 8TH AVE		
SPOKANE WA 99202-5213USA		SPOKANE WA 99202-5213USA		
22	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1806 / 35224.1806	PALISADE PK W30FT L7 B8 &30FT VAC STP W OF&ADJ L7	E 3703 9TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
RINALDO, DEL E AND MAY E		RINALDO, DEL E AND MAY E	2,185.01	2,185.01
E 3703 9TH AVE		E 3703 9TH AVE		
SPOKANE WA 99202		SPOKANE WA 99202		
23	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	22534-1807 / 35224.1807	PALISADE PK E20FT L7; W40FT L8 B8	E 3707 9TH AV	N

CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* PRELIMINARY ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE		PROJECT DESCRIPTION			
2012093 LID		REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE			
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WENTZ, W A		WENTZ, W A	2,185.01		2,185.01
E 3707 9TH AVE		E 3707 9TH AVE			
SPOKANE WA	99202-5226USA	SPOKANE WA	99202-5226USA		
24	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN	
22534-1808 / 35224.1808		PALISADE PK E10FT L8; ALL L9 B8	E 3711 9TH AV	N	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
VERBARG, MIRIAM J		VERBARG, MIRIAM J	2,185.01		2,185.01
E 3711 9TH ST		E 3711 9TH ST			
SPOKANE WA	99202	SPOKANE WA	99202		
25	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN	
22534-1809 / 35224.1809		PALISADE PK L10 B8	E 3717 9TH AV	N	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
JUHL, ZACHARY L		JUHL, ZACHARY L	2,549.18		2,549.18
E 3717 9TH AVE		E 3717 9TH AVE			
SPOKANE WA	99202-5226	SPOKANE WA	99202-5226		
26	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN	
22534-1810 / 35224.1810		PALISADE PK L11-12 B8	E 3725 9TH AV	N	
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
OU, YONG JIAN		OU, YOUNG JIAN/BI, WAN YI	20,393.44		21,003.76
E 3725 9TH AVE		E 3725 9TH		CONCRETE TRANSITION	400.65
SPOKANE WA	99202-5226USA	SPOKANE WA	99202	DRIVEWAY	209.67

LDRP11  
10/04/12 8:48 AM

CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* PRELIMINARY ASSESSMENT ROLL \*\*\*\*\*

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PBWK FILE  
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2012093 LID

PROJECT DESCRIPTION  
-----  
REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE  
-----

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
-----	-----	-----
DISTRICT	ZONE TERMINI	ZT
CONCRETE TRANSITION	RELATIVE COST	RC
DRIVEWAY	RELATIVE COST	RC

November 2, 2012

File Number: 2012093

Parcel Number:



DEPARTMENT OF  
ENGINEERING SERVICES  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3343  
509.625.6700  
FAX 509.625.6349/509.625.6124  
Spokaneengineering.org

Estimated Special Benefit and Assessment: \$

EXHIBIT NO. 5

Dear

This letter is to inform you that a Local Improvement District (LID) is being proposed in your neighborhood and contains specific information regarding the proposed Local Improvement District (LID). If the proposed Local Improvement District is approved, the following improvements will be constructed: Street Improvements of Rebecca Street from 9th Avenue to 7th Avenue. The monetary amounts provided in this letter are estimates and if the project proceeds, your assessment will be adjusted to reflect the actual cost of the improvements.

The City Council has set November 27, 2012, as the date of the public hearing regarding the formation of the proposed assessment District to finance the proposed improvements. This hearing will be held at 1:30 P.M., in Room 2B on the 2nd Floor of the Spokane City Hall, 808 West Spokane Falls Boulevard, to determine whether or not this improvement should be carried out. You may testify at this hearing to speak in favor or opposition. Written objections or endorsements may be submitted to the Director of Engineering Services no later than November 26, 2012. This is the only hearing to be held on the formation of this Local Improvement District and the Hearing Examiner's decision is final, unless appealed to the City Council, in which case the appeal will be limited to the material presented at this hearing. A copy of the Department of Engineering Services report to the Hearing Examiner may be obtained at the Department of Engineering Services within seven days prior to the hearing.

To provide an opportunity for you to become better informed and to answer questions concerning the proposed project, a meeting will be held by the Department of Engineering Services on November 15, 2012, at 1:30 P.M., in Conference Room 2A, 2nd Floor of the City Hall.



## In Summary - Dates to Note:

November 15, 2012 at 1:30 P.M.  
 November 26, 2012  
 November 27, 2012 at 1:30 P.M.

Informational Meeting  
 Written objections due  
 Hearing

Property is to be assessed for this improvement in accordance with State law. A description of the proposed assessment district boundaries is available in the Department of Engineering Services. Actual assessments may vary from assessment estimates so long as they do not exceed a figure equal to the increased true and fair value that the improvement adds to the property. Your estimated assessment is shown as the "Estimated Special Benefit" in the upper left hand corner of this letter.

The estimated costs for the improvement are as follows:

Construction Estimate.....	\$280,224.99
Design & Inspection Expense.....	120,496.75
City Clerk's Expense.....	256.59
Treasurer's Expense.....	3,110.00
Accounting Expense .....	2,679.32
Interest.....	18,214.62
Bonds Cost .....	322.50
Legal Expense .....	<u>3,213.89</u>
 TOTAL ESTIMATED PROJECT COST .....	 \$428,518.66
 SUPPLEMENTAL FUNDING	
 Ten-Year Street Bond Funds .....	 214,259.39
 NET ESTIMATED PROJECT ASSESSMENT .....	 \$214,259.27

If the project is approved by the Hearing Examiner and ordered by the City Council, a contract will be awarded and your assessment will be computed on the actual cost of the project. On completion of the project, your assessment, or any part of it, may be paid without interest on or before the due date in accordance with billing by the City Treasurer; or it may be paid in ten annual installments plus interest charged on the unpaid balance with the first payment due one year after the due date shown on the Treasurer's statement.

Funds from the LID Program have been made available to subsidize the paving of your street. These funds are for residential property owners who occupy their residence within the proposed improvement district. The funds may pay 50, 75, or 100% of your assessment. In order to qualify for these funds, review the enclosed application form. If you qualify, fill out the form and return it to the Department of Engineering Services at the address shown. Assistance will be awarded on a first come, first served basis as long as the funds are

available. Submitting an application DOES NOT indicate that you are either for or against this LID. The application is used only to assess if you are eligible for assistance if the LID is approved.

After reading this letter if you have any questions please contact me by phone or attend the informational meeting. If you will be unable to attend the informational meeting, we can arrange to meet with you at another time. Please contact the Department of Engineering Services at the address above or at (509) 625-6700.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Myers", followed by a long horizontal line extending to the right.

Michael Myers  
L.I.D. Coordinator

Enclosure

MM/lh

## STREET BOND LID FUNDING

Project 2012093

THIS APPLICATION MAY REDUCE YOUR COST **PROVIDED** YOU QUALIFY FOR ASSISTANCE. ASSISTANCE IS AVAILABLE ON A **FIRST-COME, FIRST-SERVED** BASIS, ACCORDING TO THE DATE THIS APPLICATION IS RECEIVED IN THE ENGINEERING SERVICES DEPARTMENT.

### APPLICATION FOR LOCAL IMPROVEMENT DISTRICT (LID) FINANCIAL ASSISTANCE

The City of Spokane's Street Bond LID Program may pay 100%, 75%, or 50% of the LID assessment for street improvements for residential property owners who occupy their residence within the Local Improvement District. Owners must have low and moderate incomes and have non-income producing assets that **do not** exceed \$35,000.00. Your personal residence is excluded from the \$35,000.00 asset limit.

The amount of assistance depends on family size, gross annual income and assets. If your income is less than Line A of the chart below, you may receive 100% assistance. If your income is between Line A and B, you may receive 75% assistance. If your income is between Line B and C, you may receive 50% assistance. At any level of assistance, your assets that do not produce income may not exceed \$35,000.00 (personal residence excluded).

#### GROSS ANNUAL INCOME LIMIT BY NUMBER OF PERSONS IN FAMILY

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9+</u>
A	100%	22,050	25,200	28,350	31,450	34,000	36,500	39,000	41,550	44,050
B	75%	28,650	32,725	36,825	40,875	44,175	47,425	50,700	53,975	57,225
C	50%	35,250	40,250	45,300	50,300	54,350	58,350	62,400	66,400	70,400

If you think you qualify for this assistance, COMPLETE BOTH SIDES OF THIS FORM. BE SURE TO SIGN AND DATE THE FORM AND RETURN IT ALONG WITH A COMPLETE COPY OF YOUR 2011 FEDERAL TAX RETURN, YOUR W2 FORM(S), SOCIAL SECURITY BENEFIT LETTER, 2011 DSHS AWARD LETTER OR ANY OTHER APPLICABLE DOCUMENTS SHOWING INCOME TO THE DEPARTMENT OF ENGINEERING SERVICES, 808 West Spokane Falls Boulevard, Spokane, WA 99201-3343.

=====

Name (Owner/Purchaser) \_\_\_\_\_ Phone \_\_\_\_\_

Address of Property \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_

Mailing Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Date of Birth \_\_\_\_\_ Family Size (include yourself) \_\_\_\_\_

Employer \_\_\_\_\_ Employer's Address \_\_\_\_\_

Position \_\_\_\_\_ Years of Service \_\_\_\_\_

The following information is not required and is voluntary:

Is anyone in your household handicapped? Yes \_\_\_\_\_ No \_\_\_\_\_

Indicate number of persons in your household by Ethnic Origin (include yourself).

ETHNICITY:		RACE:		RACE (continued):	
Hispanic or Latino		White		American Indian/Alaskan Native & White	
Not Hispanic or Latino		Black/African American		Asian & White	
		Asian		Black/African American & White	
		American Indian/Alaskan Native		American Indian/Alaskan Native & Black/African American	
		Native Hawaiian/Other Pacific Islander		Other	

# GROSS HOUSEHOLD INCOME FOR 2011

List all sources of income:

Salary/Wage \$ \_\_\_\_\_  
 Social Security \$ \_\_\_\_\_  
 Retirement/Pension \$ \_\_\_\_\_  
 Veteran Pension \$ \_\_\_\_\_  
 Public Assistance \$ \_\_\_\_\_  
 Investments \$ \_\_\_\_\_  
 Interest \$ \_\_\_\_\_  
 Rent \$ \_\_\_\_\_  
 Other - List other sources of income: \_\_\_\_\_

\_\_\_\_\_  
 \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
**TOTAL INCOME** \$ \_\_\_\_\_

ASSETS: List all current assets with over \$1,000.00 value:

Cash \$ \_\_\_\_\_  
 (Including checking & savings)  
 Tax Assessed Value of:  
 Real Estate:  
 Personal residence \$ \_\_\_\_\_  
 Other Real Estate \$ \_\_\_\_\_  
 Automobile Value \$ \_\_\_\_\_  
 Boat Value \$ \_\_\_\_\_  
 Stock and Bonds \$ \_\_\_\_\_  
 Savings Certificates \$ \_\_\_\_\_  
 Other - List other assets you own: \_\_\_\_\_

\_\_\_\_\_  
 \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \$ \_\_\_\_\_  
**TOTAL ASSETS** \$ \_\_\_\_\_

I believe that I, \_\_\_\_\_ (print name) am eligible for financial assistance under the Street Bond LID Program and hereby request 50%, 75%, 100% (circle one) assistance should I qualify on the basis of gross household income and total assets. I understand this assistance will be provided on a FIRST-COME, FIRST-SERVED basis, as long as funds are available; and only to those persons who have been approved on the basis of this application and are the owners/purchasers and occupants of the residential property. Furthermore, I hereby certify, under penalty of perjury, that the above information is true and correct as of this date, to the best of my knowledge. I further authorize the City of Spokane or its authorized representative to have access to any and all financial records, in addition to my submitted Federal Tax Returns, for the purpose of verifying my/our annual income and assets for the year of 2011 (last full year). Please have all owner applicant(s) requesting assistance sign and date.

\_\_\_\_\_  
 Signed

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signed

\_\_\_\_\_  
 Date

IF YOU HAVE ANY QUESTIONS, CALL THE DEPARTMENT OF ENGINEERING SERVICES AT 625-6700.

For Community Development Use Only

Approved for Assistance: Yes/No \_\_\_\_\_%

\_\_\_\_\_  
 Director of Community Development

\_\_\_\_\_  
 Date



DEPARTMENT OF  
ENGINEERING SERVICES  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3343  
509.625.6700  
FAX 509.625.6349/509.625.6124  
Spokaneengineering.org

EXHIBIT NO. 6

FORMATION  
LOCAL IMPROVEMENT DISTRICT  
CERTIFICATE OF MAILING

**STREET IMPROVEMENTS OF REBECCA STREET  
FROM 9TH AVENUE TO 7TH AVENUE  
2012093**

I, Perry "Mike" Taylor, P.E., Director, Department of Engineering Services hereby certify that written notices of the hearing before the Hearing Examiner were mailed under my direction to all owners or reputed owners of the property at the time and in the manner prescribed by law, and that said notices were mailed to such owners or reputed owners more than fifteen days before the date set for the hearing.

Perry "Mike" Taylor, P.E.  
Director

Letters Mailed: November 2, 2012

Formation Hearing: November 27, 2012

PMT/lh

\\projects\\formation\\2012093 mail crt.doc

**AFFIDAVIT OF PUBLICATION**

STATE OF WASHINGTON ) SS  
COUNTY OF SPOKANE )  
CITY OF SPOKANE )

EXHIBIT NO. 7

I, TERRI L. PFISTER, CITY CLERK of Spokane, Washington, and ex-officio editor of the *Official Gazette*, a paper published weekly by the City of Spokane, Washington, do hereby certify that the FORMATION HEARING NOTICE attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 31st day of October 2012 and the 7th day of November 2012, and that said FORMATION HEARING NOTICE was published in every copy of the said paper of said dates.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 7th day of November 2012.

*TERRI L. PFISTER*

City Clerk

City of Spokane, Washington



(See Attached for Remainder of Affidavit)

**FORMATION HEARING NOTICE****RESOLUTION 2012-0095  
LID NO. 2012093**

WHEREAS, In accordance with RCW 35.43, a local improvement may be ordered only by an ordinance of the City Council of the City of Spokane, pursuant to either a resolution or petition therefore; and

WHEREAS, Said resolution must set forth certain information as required by law; -- NOW, THEREFORE,

BE IT RESOLVED By the City Council of the City of Spokane that it is the intention of said Council, and such intention is hereby declared, to order the **Street Improvements of Rebecca Street from 9th Avenue to 7th Avenue.**

BE IT FURTHER RESOLVED That the nature and territorial extent of said proposed improvement is as stated above.

BE IT FURTHER RESOLVED That the cost and expense of the said improvement is to be borne in whole or in part by the property specially benefited thereby, and the boundaries of the proposed assessment district are particularly described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
1 – 12 & south 1/2 of Vacated Right-Of-Way	9	Big Spring Addition
4 – 9	6	Palisade Park Addition
1 – 12 & east 1/2 of Vacated Right-Of-Way	8	Palisade Park Addition
4 – 9 & west 1/2 of 3	9	Palisade Park Addition

Situated in the **south east** quarter of Section **22**, Township **25**, Range **43** East of the Willamette Meridian

BE IT FURTHER RESOLVED That a hearing on the said proposed improvement will be held before the Hearing Examiner of the City of Spokane, in the Second Floor Conference Room, Municipal Building, West 808 Spokane Falls Boulevard, on the **27th day of November, 2012 at 1:30 p.m.**, at which time and place all persons who may desire to object thereto may appear and present such objections, if any they have.

BE IT FURTHER RESOLVED That the City Engineer is directed to submit to the Hearing Examiner at or prior to the time fixed for said hearing the estimated cost and expense of said improvement and a statement of the proportionate amount thereof which should be borne by the property within the proposed assessment district, and a statement of the aggregate actual valuation of the real estate, including twenty-five percent of the actual valuation of the improvements in said district according to the valuation last placed upon it for the purpose of general taxation, together with a diagram or print showing thereon the lots, tracts and parcels of land and other property which will be specially benefited thereby, and the estimated amount of cost and expense of such improvement to be borne by each lot, tract, or parcel of land or other property, together with a statement showing the amount of special assessments outstanding and unpaid on the property within the proposed assessment district. The actual assessments levied for this improvement may vary from the assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

**ADOPTED by the City Council on October 29, 2012.**

Terri L. Pfister  
Spokane City Clerk

**The Hearing before the Hearing Examiner shall be the only hearing held on the Formation of the Proposed Local Improvement District and the City Council will act on the Hearing Examiner's recommendation based upon the record. A copy of the Report of the Engineering Services Department to the Hearing Examiner may be obtained at the Engineering Services Department seven days prior to the hearing. Additional information may be obtained by contacting the Engineering Services Department, 808 West Spokane Falls Boulevard, Spokane, Washington 99201; (509) 625-6700; Attention Ken Brown, P.E., Principal Engineer-Design.**

**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. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083; 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ggeorge-hatcher@spokanecity.org](mailto:ggeorge-hatcher@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us at least forty-eight (48) hours before the meeting date.

Publish: October 31, 2012 and November 7, 2012



Clerk's File No.: **PRO 2012-0048**  
LID No.: **2012093**  
Hearing date: **November 27, 2012**  
Time: **1:30 p.m.**

**RESOLUTION 2012-0095**

**WHEREAS**, In accordance with RCW 35.43, a local improvement may be ordered only by an ordinance of the City Council of the City of Spokane, pursuant to either a resolution or petition therefore; and

**WHEREAS**, Said resolution must set forth certain information as required by law; -- **NOW, THEREFORE**,

**BE IT RESOLVED** By the City Council of the City of Spokane that it is the intention of said Council, and such intention is hereby declared, to order the **Street Improvements of Rebecca Street from 9th Avenue to 7th Avenue.**

**BE IT FURTHER RESOLVED** That the nature and territorial extent of said proposed improvement is as stated above.

**BE IT FURTHER RESOLVED** That the cost and expense of the said improvement is to be borne in whole or in part by the property specially benefited thereby, and the boundaries of the proposed assessment district are particularly described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
1 - 12 & south ½ of Vacated Right-Of-Way	9	Big Spring Addition
4 - 9	6	Palisade Park Addition
1 - 12 & east ½ of Vacated Right-Of-Way	8	Palisade Park Addition
4 - 9 & west ½ of 3	9	Palisade Park Addition

Situated in the **south east** quarter of Section **22**, Township **25**, Range **43** East of the Willamette Meridian

**BE IT FURTHER RESOLVED** That a hearing on the said proposed improvement will be held before the Hearing Examiner of the City of Spokane, in the Second Floor Conference Room, Municipal Building, West 808 Spokane Falls Boulevard, on the **27th** day of **November, 2012** at **1:30 p.m.**, at which time and place all persons who may desire to object thereto may appear and present such objections, if any they have.

**BE IT FURTHER RESOLVED** That the City Engineer is directed to submit to the Hearing Examiner at or prior to the time fixed for said hearing the estimated cost and expense of said improvement and a statement of the proportionate amount thereof which should be borne by the property within the proposed assessment district, and a statement of the aggregate actual valuation of the real estate, including twenty-five percent of the actual valuation of the improvements in said district according to the valuation last placed upon it for the purpose of general taxation, together with a diagram or print showing thereon the lots, tracts and parcels of land and other property which will be specially benefited thereby, and the estimated amount of cost and expense of such improvement to be borne by each lot, tract, or parcel of land or other property, together with a statement showing the amount of special assessments outstanding and unpaid on the property within the proposed assessment district. The actual assessments levied for this improvement may vary from the assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

**Adopted by the City Council** October 29, 2012.

  
City Clerk

Approved as to form:

  
Assistant City Attorney





DEPARTMENT OF  
ENGINEERING SERVICES  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3343  
509.625.6700  
FAX 509.625.6349/509.625.6124  
Spokaneengineering.org

EXHIBIT NO. 8

## LOCAL IMPROVEMENT DISTRICT (L.I.D.) FORMATION REPORT

FOR

Local Improvement District No. 2012093

### SUMMARY OF PROPOSAL AND RECOMMENDATION

**Proposal:** Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue

**Recommendation:** Approve

### FINDINGS OF FACT

### BACKGROUND INFORMATION

**Date of Resolution:** October 29, 2012

**Project Description:** Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue

**Reason and Purpose of Project:** This project is designed to provide neighborhood circulation, dust control, adequate storm drainage and improved quality of life within the assessment district.

**Total Project Cost:** \$ 428,518.66

Ten-Year Street Bond 214,259.39

**Amount Assessed to Property Owners** \$ 214,259.27

**Total Number of Parcels:** 26

## **P R O C E D U R A L   I N F O R M A T I O N**

**Hearing Date:** November 27, 2012

**Notice Dates:**

**Preliminary Hearing Notifications:** November 2, 2012

**Resolution Published:** October 31, 2012 and November 7, 2012

**Information Meeting Date:** November 15, 2012

**Known Opponents:**

None

**Date of Report:**

November 20, 2012

**Responsible Staff Person:**

John Gomez, P.E., Senior Engineer - Design  
City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## **FINDINGS AND CONCLUSIONS**

Local Improvement Districts initiated by Resolution are subject to Spokane Municipal Code (SMC) Chapter 7.05 and may be approved only if they comply with the criteria set forth in SMC 7.05.490. The Department of Engineering Services has reviewed these criteria and all of the available evidence on the proposed L.I.D. formation and makes the follow Findings and Conclusions:

1. All of the property and only that property that will be benefited by the proposed improvement is within the proposed boundaries of the L.I.D.

The assessment district boundaries were determined based on the benefit derived. A list of all parcels included in the assessment district is shown in the assessment roll and listed in the assessment district description which are found elsewhere in this report.

2. Formation of the LID is consistent with the adopted policies of the City Council.
3. All procedures set forth in RCW 35.43 and this Article have been followed.

On November 2, 2012 notices were sent to all property owners and taxpayers of record advising them of the estimated amount of their assessments and of the date of the hearing before the City's Hearing Examiner in accordance with RCW 35.43. Copies of this correspondence can be found elsewhere in this report. All other requirements of the appropriate R.C.W. have been met.



DEPARTMENT OF  
ENGINEERING SERVICES  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3343  
509.625.6700  
FAX 509.625.6349/509.625.6124  
Spokaneengineering.org

FORMATION MEETING

EXHIBIT NO.

9

FOR

LOCAL IMPROVEMENT DISTRICT 2012093

STREET IMPROVEMENTS OF REBECCA STREET

FROM 9TH AVENUE TO 7TH AVENUE

NOVEMBER 15, 2012 AT 1:30 P.M.

ATTENDANCE ROSTER

*No ATTENDANCE*

Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number

**RECEIVED**

NOV 15 2012

ENGINEERING SERVICES

City of Spokane  
Dept. of Engineering Services  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3343

712 So. Rebecca St.  
Spokane, WA 99202-5280  
November 14, 2012

**EXHIBIT NO.** 10

To whom it may concern:

I am writing this letter to show my support for the proposed street improvements and paving in my neighborhood of Rebecca Street from 9<sup>th</sup> to 7<sup>th</sup> Avenues.

I have lived on Rebecca Street between 7<sup>th</sup> and 8<sup>th</sup> for a total of thirteen years and have had many opportunities to observe both the vehicle traffic patterns and pedestrian traffic patterns in the local area. The unpaved street is and always has been in very poor condition, but its poor condition and lack of maintenance does not seem to deter people from using it. On a daily basis, I see not just automobiles using the road but also delivery trucks such as Federal Express and UPS, service trucks such as Avista, Comcast, and CenturyLink, full-sized school buses and STA buses (admittedly, the smaller-sized kind used to pick up disabled persons and senior citizens), huge trucks hauling construction equipment, paramedic trucks, and fire trucks. The rockbed road is not equipped to handle that kind of traffic. The road bed in front of my house consists of many jagged basalt rocks of various sizes and shapes, as well as huge potholes. Rebecca Street between 8<sup>th</sup> and 9<sup>th</sup> actually has huge, cavernous, gaps in it which I would think would be unsafe for any type of vehicle. I have paid to have gravel hauled in to fill the huge potholes in the road directly in front of my house, but have found it is a waste of time and resources because the potholes reappear within a matter of a few weeks, especially, in the wintertime. Only one other time has another neighbor shared in the expense of the gravel, yet everyone in the neighborhood continues to use the road.

I would also like to point out when there is construction occurring on Freya and/or Hartson and traffic is diverted, the traffic tends to use Rebecca instead of Myrtle (one block east of Rebecca), although Myrtle is a paved street in very good condition. At least for two summers since I've lived here, we had to put up with extra traffic driving by all summer long because of local construction projects. The dust was especially bad and unhealthy. This past summer the dust was again very heavy because of our long dry spell without rain.

The pedestrian traffic is also very heavy on Rebecca for several reasons. The school children and their parents use Rebecca to walk to and from Sheridan Elementary School, the high school and middle school students use Rebecca to access their bus stop at Hartson and Rebecca, and others use the street to walk to the STA bus stops. During peak hours I have seen the pedestrians and vehicle traffic competing for walking and driving space since the road is so narrow and, of course, without sidewalks. It becomes a big safety issue at times. There have been times when I walked out to the mailbox, I have felt unsafe because of vehicles zooming by without slowing

down. From walking in the neighborhood, I have noted we have several children and adults who must use wheelchairs, walkers, or canes, and would greatly benefit from a paved street with sidewalks.

I recently became aware, at certain times of the day, it is almost impossible to enter Freya from Eighth because of the traffic back-up that occurs at the three-way stop on Hartson and Freya. The vehicles that get stalled there on 8<sup>th</sup> waiting for a chance to pull out into the flow of traffic, especially, if needing to turn left, oftentimes give up, back up and turn around, then get out by way of Rebecca. I have had to do this a few times myself as I frequently drive up to 29<sup>th</sup> Avenue. This demonstrates the need for an alternate route but one that is safe and well-maintained.

And last but not least, aesthetically, the paving and upgrades would greatly improve the looks of our neighborhood, give us a stronger sense of pride, and increase the value of our homes and property.

Sincerely,

A handwritten signature in cursive script that reads "Connie S. Duncalfe". The signature is written in dark ink and is positioned above the printed name.

Connie S. Duncalfe



Curt Miller

3806 E 7th  
Spokane, WA 99202

November 22, 2012

EXHIBIT NO. 11

Director of Engineering Services  
Department of Engineering Services  
808 W. Spokane Falls Blvd  
Spokane WA 99201-3343

Re: Proposed Local Improvement District,  
File Number 2012093  
Parcel Number 35224.1111

I formally object to being included in this LID Assessment and formally object to the proposed LID itself. Our home (parcel) is not on the proposed traffic corridor. No benefit would accrue. On the contrary this proposed LID would detrimentally affect quality of life for our neighborhood and further deteriorate property values. If this proposed LID comes to fruition all legal remedies for compensation will be evaluated.

Sincerely yours,



Curt Miller

RECEIVED

NOV 27 2012

HEARING EXAMINEE

RECEIVED

NOV 26 2012

ENGINEERING SERVICES

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

06/17/2013

**Date Rec'd**

6/5/2013

**Clerk's File #**

ORD C34994

**Renews #****Submitting Dept**

SOLID WASTE MANAGEMENT

**Cross Ref #****Contact Name/Phone**

SCOTT WINDSOR 625-7806

**Project #****Contact E-Mail**

SWINDSOR@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

4500 CONSTRUCTION, DEMOLITION AND LAND CLEARING HAULING AND DISPOSAL

**Agenda Wording**

An ordinance relating to public utilities and services; amending SMC sections 13.02.0204, 17F.040.075, and 17G.010.100; adopting new SMC sections 13.02.0109, 13.02.0119, 13.02.01191, 13.02.0125, and 13.02.0127 to chapter 13.02 of the SMC

**Summary (Background)**

Amend Spokane Municipal Code Chapters 13.02, 17F.040 and 17G.010 concerning Construction, Demolition and Land Clearing (CDL) management and disposal, private hauling clarifications, and building and demolition disposal requirements. The attached ordinance reflects the proposed changes to the Spokane Municipal Code Chapters 13.02, 17F.040 and 17G.010.

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

WINDSOR, SCOTT

**Study Session**

PWC 05-13-2013

**Division Director**

ROMERO, RICK

**Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

BURNS, BARBARA

cmarchand@spokanecity.org

**For the Mayor**

SANDERS, THERESA

Tax &amp; Licenses

**Additional Approvals**

swindsor@spokanecity.org

**Purchasing**

rhughes@spokanecity.org

bburns@spokanecity.org

## ORDINANCE NO. C34994

An ordinance relating to public utilities and services; amending SMC sections 13.02.0204, 17F.040.075, and 17G.010.100; adopting new SMC sections 13.02.0109, 13.02.0119, 13.02.01191, 13.02.0125, and 13.02.0127 to chapter 13.02 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 13.02.0204 is amended to read as follows.

### **13.02.0204 Private Hauling Prohibited – Special Reports – Solid Waste Franchises – Commercial Recycling – Construction, Demolition and Landclearing Waste**

- A. Except where preempted by state law or pursuant to a written City contract or franchise as provided hereafter, no person may ~~((engage in the business of providing))~~ provide solid waste collection or solid waste disposal services or residential recycling collection services otherwise provided by the city solid waste management department within the City.
1. ~~((For example,))~~ Specifically, the use of roll-off boxes or tilt-frame trucks by persons other than the solid waste management department or persons authorized by City contract, ~~((or))~~ City franchise, or City solid waste permit (as defined in SMC 13.02.0125) is prohibited.
    - a. A “roll-off box or container” is defined as a non-motorized container that is left at a site in which is deposited trash, construction debris and/or garbage. It is normally metal and capable of being hauled to be dumped elsewhere.
  2. The following specialized solid waste handling equipment is prohibited from use in the City without a franchise, solid waste permit or written approval from the solid waste department:
    - a. Front, rear or side load waste collection vehicle;
    - b. Tilt-frame collection vehicle for the hauling of roll-off waste containers or waste compactors;
    - c. Private roll-off waste container;
    - d. Intermodal container used for solid waste disposal;

e. Container carrier truck or container delivery truck for the hauling of solid waste containers; and

f. Solid waste container for the collection of solid waste is one-yard, two-yard, three-yard, four-yard, six-yard, or eight-yard size.

B. ~~((In addition, engaging in the business of private))~~ Private junk removal or hauling services ~~((is))~~ are prohibited to the extent ~~((it involves))~~ they involve collection or hauling of solid waste, including construction, demolition and landclearing wastes. Private cleanup services not involving regular routes and which may include incidental hauling as defined in SMC 13.02.0119 may be permitted where:

1. a substantial charge is made for premises cleanup labor and hauling charges are incidental thereto;
2. all non-recyclable materials are source separated and disposed of at the regional system;
3. such disclosure and reporting requirements as prescribed by the director are followed; and
4. no solid waste hauling which could be the subject of any WUTC regulatory action occurs; and
5. parties engaged in such activities accept and agree to any other regulatory or contractual arrangements as the director may determine appropriate to assure maintenance of solid waste departmental control of collection and disposal of solid waste in the City of Spokane.

C. Solid Waste Franchises.

1. Persons holding a state certificate of public convenience and necessity within any areas annexed and entitled to an exclusive municipal franchise following annexation under RCW 35.13.280 are hereby granted an exclusive franchise as provided by law for a period of seven years commencing at the effective date of annexation.
  - a. The director of solid waste management is authorized to extend the time of such franchises, considering the value of any interests cancelled because of an annexation and the City's assumption of solid waste authority, not to exceed an additional three years, but any extension shall be in writing and upon such conditions as the director may require, in the exercise of sound discretion.

- b. The director may present a separate franchise document for approval by any affected party, but failure of said party to sign or accept the same shall not delay the operation of this section, or the director may deem said failure to be a surrender or abandonment of all rights.
  - c. The terms of this section shall form the basis of any franchise or contract for such solid waste collection privileges.
- 2. Any party collecting solid waste in the City of Spokane pursuant to this subsection (C) of this section is subject to the following further conditions:
  - a. The franchise shall not exceed the scope of permission as to kind of service, territory or any other permission relating to solid waste granted by any state certificate of public convenience and necessity that has been cancelled by operation of the annexation law in effect prior to the time of annexation.
  - b. Rates shall be fair and reasonable. Compliance with WUTC-approved rates for similar services shall be presumed fair and reasonable, but rates in excess of such rates shall be presumed not to be fair and reasonable, all rates subject to review and approval by the director of solid waste guided by standards applicable to WUTC certificated haulers.
  - c. Service levels shall be adequate and sufficient to satisfy all customer needs. Service levels at least to the level currently provided by the City of Spokane department of solid waste shall be presumed adequate and sufficient. Service not to such level shall be presumed insufficient, but all service is subject to review and approval by the director of solid waste who shall consider WUTC policies and practices.
  - d. The hauler shall be solely and separately responsible for all activities and shall never represent that it is an employee or agent of the City of Spokane.
    - i. The hauler must indemnify and hold harmless the City, its officers, agents and employees from all loss or liability for the service provider's actions in connection with the enjoyment of service privileges.
    - ii. The party may be required to furnish evidence of insurance, including naming the City of Spokane as an additional named insured on the insurance levels as the director may reasonably require, in consultation with the city risk

manager, considering the nature and scope of service activities and level of risk to the public therefrom.

D. Commercial Recycling Hauling.

1. Persons engaged in commercial recycling hauling for hire are not subject to requirements of a municipal solid waste contract or franchise under this section, but must submit a written location disclosure report to be reviewed by the director. The report must contain the following information: destination of haul, resulting useful product showing recycling use, and proof of commercial value of said product.
  - a. The report is due at or before the time of placement of any containers for recyclables collection.
  - b. All recycling containers placed must be clearly labeled "recyclables only" in large twelve-inch block letters of contrasting colors on all exterior sides.
  - c. Haulers are also responsible to explain City requirements to segregate recyclables from solid waste to their customers.
  - d. Additionally recycling haulers must file a written annual report with the director of solid waste no later than February 1st for the prior year's recycling activities.
  - e. ~~((The report must contain information in substantially similar form to))~~ A copy of the Annual Recycling Survey Report as submitted to Spokane County or the department of ecology required by chapter 70.95 RCW for the immediate past year.
2. "Commercial recycling hauling" for purposes of reporting requirements consists of collection and transportation of source-separated (that is, separated by the original generator) recyclable materials from a drop-off box, or from a commercial or industrial generator of recyclable materials to a processor of recyclable materials or end user of recyclable materials.
  - a. Recyclable materials must contain no solid waste (non-recyclable materials). However, adjustments to this requirement may be made by the director, granted only in writing, if the applicant can demonstrate to the director that its activities are in the best interests of the public health and safety for meeting the recycling goals set forth in the Spokane Regional Solid Waste Management Plan.
  - b. All recyclable materials shall be processed and marketed in such a way that they are recycled rather than disposed of as solid waste.

- c. All persons engaged in commercial recycling shall provide documentation of the final disposition of all recyclable materials upon request by the director. These records shall be maintained for a minimum of three years.

E. Construction, Demolition and Landclearing Waste.

1. Construction, demolition and landclearing wastes are defined in SMC 13.02.0109, and are a result of construction, demolition and landclearing activities, which are generated under a valid building or demolition permit issued by the City of Spokane.
2. Collection and hauling for hire by private haulers is prohibited without possession of a current valid franchise issued by the City of Spokane.
3. Persons who create construction, demolition and/or landclearing wastes as a result of construction, demolition or landclearing activities shall haul construction demolition and landclearing wastes to a Spokane regional health district permitted facility located within Spokane County or the Spokane regional solid waste system.
4. All building or demolition permitted sites must have a City of Spokane solid waste container for putrescible waste generated at the job site.
5. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste department staff.
6. The solid waste management department will provide hauling services for construction, demolition and landclearing wastes upon request.
  - a. The generator shall establish an account for the billing of the disposal of the materials at the permitted facility to be paid by the generator.
  - b. The City of Spokane retains all rights permitted to cities concerning the management of all solid waste as provided for under Washington State law.
  - c. Construction, demolition and landclearing wastes collected and hauled by the City of Spokane which are refused will either be returned to the generator or hauled to the Spokane regional solid waste system, at generator's expense.

- F. ((E)) All records of any party engaged in activities relating to collection of solid waste or recycling as identified under this section are subject to inspection and

copying by the director. Such parties shall furnish promptly such records or information as the director may require, at no cost to the City.

G. ((F)) In addition to any other provision, any person in violation of applicable requirements in this section shall be subject to revocation of said party's collection privileges.

1. Except in case of danger to the public health safety, as the director may determine, or where otherwise provided, no revocation shall occur prior to thirty days' written notice by the director to the party subject to revocation, specifying the violation and providing for an opportunity to correct the same.
2. If the director determines such violation is not corrected after thirty days, the director may issue an order requiring the party to show cause before the city hearing examiner why collection privileges should not be cancelled.
3. Upon receipt of such order, the hearing examiner schedules a hearing and determines the issue, subject to appeal within fourteen days to city council on the record submitted, without additional testimony.

H. ((G)) Upon cancellation of any collection privileges, the holder thereof shall peacefully surrender all territory, providing such information related thereto at no cost to the City, as the director may require.

I. ((H)) The director of solid waste management is vested with the duty of administering the provisions of this section. The director may prepare and require the use of such forms as deemed needed for administering the requirements of this section

Section 2. That SMC 17F.040.075 is amended to read as follows:

**17F.040.075 Building/Demolition Permit Conditions – Solid Waste**

- A. A further condition of any building and/or demolition permit(s) is that solid waste collection disposal service available from the City of Spokane (or holders of a valid solid waste collection contract or franchise from the City for areas subject thereto) must be used for all collection and disposal of any waste or materials generated in the building construction or demolition process, or otherwise relating to the pursuit of activities authorized by the building and/or demolition permit(s). This condition does not apply to non-residential recycling.
- B. A further condition of any building and/or demolition permit(s) is that all solid waste generated in the building construction and/or demolition process or



otherwise relating to the pursuit of activities authorized by the building permit must be disposed of in a ~~((solid waste facility operated by the City of Spokane))~~ permitted facility located within Spokane County. Proof of such disposal such as a dump ticket or receipt from the city solid waste department must be retained and available for inspection and verification at all times upon request by a building inspector.

- C. Each day of a continuing violation is a new and separate offense. Stockpiling waste to avoid cumulative penalties will result in equivalent daily penalties for jobs of similar size.

Section 3. That SMC 17G.010.100 is amended to read as follows:

### **17G.010.100           Types of Permits**

#### **A.       Construction and Development.**

1. A person needs a building permit (which may be in the form of a factory-built or manufactured housing permit as well as a standard building permit) and also, depending upon the circumstances of the particular case, some combination of demolition, grading, sign, swimming pool, parking lot, and site preparation, building moving and relocation, street encroachment, boiler installation and operating, electrical, elevator installation and operating, storage tank installation, private fire hydrant installation, mechanical, plumbing, side sewer installation and connection, water line tapping, shoreline development permits, flood management permits, street address assignment, and a variety of similar approvals for new construction or placement, alteration, repair or demolition of a building, structure or other improvement to land; and for the new installation, alteration, repair or operation of a building's boiler, electrical, elevator, fire protection, mechanical and plumbing systems.
  - a. Private fire hydrants are approved by the department of water and hydroelectric services based on compliance with design standards and regulations established by the fire official and the director of engineering services.
  - b. Side sewers and connections are approved by the engineering services department based on compliance with the sewer code.
  - c. Storage tank permits are issued by the fire official based on compliance with the fire code and various environmental and aquifer protection measures.

- d. Water line taps are approved by the engineering services department based on review by the water and hydroelectric services department and compliance with the water code.
  - e. Street addresses are assigned by the engineering services department.
  - f. Type II permits as specified in chapter 17G.060 SMC are issued by the planning services director and Type III permits as specified in chapter 17G.060 SMC are granted by the hearing examiner. Shorelines permits are subject to approval by the state department of ecology.
  - g. Commercial driveway permits are issued by the engineering services director.
  - h. The other building and development permits are issued by the department of building services, planning services department, and engineering services department based on compliance of the application, plans, specifications, diagrams and drawings with the requirements of the applicable provisions of this title and any rules and regulations promulgated thereunder.
  - i. Flood management permits are issued by the planning services director and subject to approval by the Washington State department of ecology and the Federal Emergency Management Act's National Flood Insurance Program.
  - j. A separate demolition permit shall be issued with each building permit which involves any demolition activities.
2. A person needs an approved plat, binding site plan, or short plat to divide or segregate a parcel of land into two or more lots or parcels for such purposes as sale or lease, unless the activity is specifically exempted under SMC 17G.080.020(B). A person needs an approved conditional use permit or planned unit development to group or cluster buildings on a lot or combination of lots.
- a. Conditional use permits, plans-in-lieu of compliance, and certificates of compliance are approved by the hearing examiner or the planning services director, as specified in chapter 11.19 SMC, and planned unit developments are approved by the hearing examiner on the basis of compliance of the plans with the applicable provisions of this title and pertinent rules and regulations.

- b. Plats are approved by the hearing examiner; short plats, binding site plans, and boundary line adjustments are approved by the planning services director on the basis of compliance with the applicable provisions of this title and administrative rules and regulations.
  - c. Preliminary planned unit developments are approved by the hearing examiner.
  - d. Variances are approved by the hearing examiner.
- 3. A person needs approval to construct, install, alter, or relocate any building or structure, or some part or equipment thereof, within, beneath, or over the right-of-way of a public way. Approval is given by the department of building services in accordance with the building code, flood insurance regulations, utilities code, and various other laws relating to streets and highways, utilities, traffic, and public safety. When design review is required pursuant to chapter 17G.040 SMC, the approval of the planning services director is also required.
- 4. A person may need additional approvals determined by the use classification, occupancy group, construction type, size, location, or other feature of a building, structure or activity, including structures located in the one-hundred-year floodplain. Such special approvals issue from numerous federal, state, regional, or local public agencies based on a variety of laws.

**B. Use and Occupancy of Property.**

- 1. A person needs a certificate of occupancy to establish or change, or allow to be established or changed, any occupancy of land or any building or portion thereof. A certificate of occupancy is issued by the department of building services with approval of the fire and planning services departments when the occupancy complies with the building code, fire code and the land use codes.
- 2. A person needs a variance or a certificate of compliance from the planning services director or hearing examiner to render lawful proposed or existing structures which do not comply with the locational or dimensional standards of the zoning code, shoreline master program or flood hazard ordinance.
- 3. A person needs the proper zoning classification (or design plan designation) and in some cases a conditional use permit or planned unit development approval to establish or maintain, or allow to be established or maintained, any use of land and buildings.

- a. Zone classifications are established by the city council upon recommendation of the plan commission or hearing examiner.
  - b. Conditional use permits are granted by the planning services director or hearing examiner.
  - c. Preliminary planned unit developments are approved by the hearing examiner. Final planned unit developments are subject to approval by ordinance of the city council. Plans-in-lieu of compliance are approved by the planning services director or hearing examiner in accordance with the comprehensive plan, zoning code and environmental policy code.
- 4. A person may need special approvals, which may include bonds or other security devices, and may be required to meet various conditions and standards, to establish, change, or maintain certain uses, occupations, or activities upon property, depending upon the definition of the activity, as provided by numerous federal, state, regional and local regulatory programs.
  - 5. A person is required to maintain buildings, land, and premises in satisfaction of minimum standards prescribed by the existing buildings and conservation code, the fire code, conditions imposed under the land use codes, and various other laws relating to public health and safety and nuisance.

C. Construction Activities and Contractors.

- 1. General and specialty contractors are required to be registered with the state under chapter 18.27 RCW, and such registration is a prerequisite for the issuance of any building permit. Some contractors are also subject to special regulations by the state. A person needs a license from the City to operate as a contractor using explosives. The blaster's license is issued by the director of engineering services and may be revoked by the director of engineering services or by the fire official under the license code.
- 2. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:
  - a. installing or servicing heating, cooling, and ventilating systems;
  - b. operating steam boilers; or
  - c. operating aircraft refueler units.

Such licenses are issued by the department of building services in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.

3. A person needs a permit, license, or certificate to practice the trade or be engaged in the occupation of:
  - a. installing, or servicing, or using gas or oil fuels;
  - b. maintaining or altering fire equipment systems;
  - c. testing underground storage tanks.

Such licenses are issued by the fire department in accordance with the standards set forth in the license code or by the fire official as provided in the fire code.

4. In addition to a building permit or land use permit, a person needs a specific permit for:
  - a. blasting,
  - b. moving a building,
  - c. installing or connecting a sewer,
  - d. installing or altering fire protection or detection equipment, and
  - e. obstructing a street.

Section 4. That there is adopted a new section 13.02.0109 to chapter 13.02 SMC to read as follows:

**13.02.0109 Construction, Demolition and Landclearing Waste**

- A. "Construction, demolition and landclearing waste" or "CDL waste" means any combination of recyclable or nonrecyclable construction, demolition and landclearing waste that results from and is incidental to construction, remodeling, repair or demolition of buildings, roads or other structures, or from landclearing for development, and requires removal from the site of construction, demolition or landclearing.
- B. "Construction waste" means wood, concrete, drywall/wallboard, masonry, roofing, siding, structural metal, wire insulation, carpet, carpet pad, metal or PVC pipe, porcelain plumbing fixtures, steel, insulation, and other building material;

and plastics, styrofoam, twine, baling and strapping materials, cans, buckets, and other packaging materials and containers. It also includes sand, rocks and dirt that are used in construction. In no event shall construction waste include dangerous or extremely hazardous waste of any kind, garbage, sewerage waste, animal carcasses or asbestos.

- C. “Demolition waste” means solid, waste, largely inert waste resulting from the demolition or razing of buildings, roads and other man-made structures. Demolition waste consists of, but is not limited to, concrete, brick, bituminous concrete, wood and masonry, composition roofing and roofing paper, steel, and minor amounts of other metals, such as copper. Plaster (i.e. drywall, sheet rock or plasterboard) or any other material, other than wood, that is likely to produce gases or a leachate during the decomposition process and asbestos wastes are not considered to be demolition waste for the purposes of this regulation.
- D. “Inert Waste” means non-combustible, non-dangerous solid wastes that are likely to retain their physical and chemical structure under expected conditions of disposal, including resistance to biological attack and chemical attack from acidic rainwater.
- E. “Landclearing waste” means natural vegetation and minerals, such as stumps, brush, blackberry vines, tree branches, and associated dirt, sand, tree bark, sod and rocks.
- F. No putrescible wastes are permitted as construction, demolition or landclearing wastes.

Section 5. That there is adopted a new section 13.02.0119 to chapter 13.02 SMC to read as follows:

#### **13.02.0119 Incidental Hauling**

“Incidental hauling” is defined as less than thirty-three percent of total bill for services and is an adjunct or secondary activity to the primary activity of demolition or construction activities.

Section 6. That there is adopted a new section 13.02.01191 to chapter 13.02 SMC to read as follows:

#### **13.02.01191 Permitted Facility**

“Permitted facility” is defined as a facility permitted by the Spokane regional health district within Spokane County in accordance with chapter 70.95 RCW.

Section 7. That there is adopted a new section 13.02.0125 to chapter 13.02 SMC to read as follows:

**13.02.0125 Solid Waste Permit**

“Solid waste permit” is issued by the director of solid waste for roll-off containers used solely for demolition purposes pursuant to a valid demolition permit issued by the City of Spokane under the following conditions:

- A. Roll-off containers will be allowed for demolition purposes which result from incidental hauling as defined in SMC 13.02.0119 only;
- B. Container must be owned and operated exclusively by the demolition permittee, direct employee, or subcontractor under contract by permit holder, pursuant to a valid demolition permit issued by the City of Spokane and be clearly identifiable as being owned and operated exclusively by the demolition permittee;
- C. Each container must be inspected by the solid waste department and have affixed in a visible area, an annual permit tag;
- D. All waste shall be hauled to a permitted facility as defined in SMC 13.02.1191; and
- E. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste department staff. Such party shall furnish promptly such records or information as the requested, at no cost to the City.
- F. Failure to comply shall result in revocation of the solid waste permit and may result in penalties.

Section 8. That there is adopted a new section 13.02.0127 to chapter 13.02 SMC to read as follows:

**13.02.0127 Specialized Solid Waste Handling Equipment**

“Specialized solid waste handling equipment” is defined as:

- A Front load waste collection vehicle;
- B Rear load waste collection vehicle;
- C. Side load waste collection vehicle;

- D. Tilt-frame collection vehicle for the hauling of roll-off waste; containers or waste compactors;
- E. Private roll-off waste container;
- F. Intermodal container used for solid waste disposal;
- G. Container carrier truck or container delivery truck for the hauling of solid waste containers; or
- H. Solid waste container for the collection of solid waste is one-yard; or two-yard, three-yard, four-yard, six-yard, or eight-yard size.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Department**  
**May 13, 2013**

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**Subject**

Changes to SMC 13.02.0204, SMC 13.02.0109, SMC 13.02.0119, SMC 13.02.01191, SMC 13.02.125, SMC 13.02.0127, SMC 17G.010.100, SMC 17F.040.075

**Background**

The Solid Waste Management Department requests changes to Chapter 13.02 concerning Construction and Demolition and Land-clearing waste management and disposal, private hauling clarifications, building and demolition disposal requirements.

**Impact**

By modifying Ch. 13.02 in the following ways:

- 1) SMC 13.02.0204 – Restates the prohibition of specialized solid waste hauling equipment by anyone other the SWM department. Defines Construction, Demolition and Land-clearing (CDL) wastes.
- 2) SMC 17G.010.100 – Provides for issuance of a demolition permit to cover demolition aspects of a building permit.
- 3) SMC 17F.040.075 – Allows for disposal of wastes generated by building and demolition permits to be disposed of at a permitted facility within Spokane County.
- 4) SMC 13.02.0109 – Defines Construction, Demolition and Land-clearing (CDL) waste.
- 5) SMC 13.02.0119 – Defines incidental hauling
- 6) SMC 13.02.01191 – Defines permitted facility
- 7) SMC 13.02.0125 – Solid Waste Permit for roll-off containers for demolition purposes
- 8) SMC 13.02.0127 – Defines specialized solid waste handling equipment

**Action**

Recommend approval.

**Funding**

Revenue neutral.



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

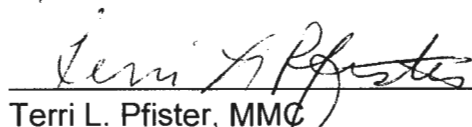
June 13, 2013

City Clerk File No.:  
PRO 2013-0013

COUNCIL ACTION MEMORANDUM

RE: LOCAL AGENCY STANDARD CONSULTANT AGREEMENT WITH KPFF  
CONSULTING ENGINEERS FOR UNIVERSITY PLACE PEDESTRIAN  
OVERPASS

During the Spokane City Council's 3:30 p.m. Administrative Session held Monday, June 10, 2013, Council Member Fagan requested that the Local Agency Standard Consultant Agreement with KPFF Consulting Engineers for University Place Pedestrian Overpass in the amount of \$1,352,519.10 be placed on the next regular Legislative Agenda (for June 17) for the purpose of public comment. Council President Stuckart noted that due to the Town Hall meeting this evening, it makes sense under the (Council) Rules, that if a Council Member wants to move it to the Legislative Agenda, that it be moved to the June 17<sup>th</sup> agenda.

  
Terri L. Pfister, MMC  
Spokane City Clerk

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

06/10/2013

**Date Rec'd**

5/29/2013

**Clerk's File #**

PRO 2013-0013

**Renews #****Submitting Dept**

ENGINEERING SERVICES

**Cross Ref #****Contact Name/Phone**

GARY NELSON 625-6678

**Project #**

2012119

**Contact E-Mail**

GNELSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

BT

**Agenda Item Name**

0370-KPFF - UNIVERSITY PLACE PED OVERPASS

**Agenda Wording**

Local Agency Standard Consultant Agreement with KPFF Consulting Engineers for University Place Pedestrian Overpass in the amount of \$1,352,519.10.

**Summary (Background)**

Consultant Agreement for University Place Pedestrian Overpass Plans, Specifications and Engineer's Construction Cost Estimate. The overall objective of this project is to carry the preferred alternative from the Type, Size and Locations Study through to final design. Requests for Qualifications were solicited and KPFF was selected as the most qualified firm.

**Fiscal Impact****Budget Account**

Expense \$ 1,352,519.10

# 3200 95023 95100 56501

Select \$

#

Select \$

#

Select \$

#

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

TAYLOR, MIKE

**Study Session****Division Director**

QUINTRALL, JAN

**Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

BURNS, BARBARA

sdecker@spokanecity.org

**For the Mayor**

SANDERS, THERESA

pdolan@spokanecity.org

**Additional Approvals**

mlesesne@spokanecity.org

**Purchasing**

jmallahan@spokanecity.org

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone KPFF Consulting Engineers 1601 Fifth Avenue, Suite 1600 Seattle, WA 98101  (206) 622-5822
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____	Project Title And Work Description University Place Pedestrian Overpass Plans, Specifications and Engineer's Construction Cost Estimate. The overall objective of this project is to carry the preferred alternative from the Type, Size, and Location Study through to final design. City of Spokane Project No. 2012119
Federal Aid Number n/a	
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>145.16</u> % Fixed Fee \$ <u>61,477.60</u> <input type="checkbox"/> <b>Specific Rates Of Pay</b> <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>	
<div style="display: flex; justify-content: space-between;"> <div>           DBE Participation  <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No _____ %         </div> <div>           Federal ID Number or Social Security Number  <u>91-0755897</u> </div> </div> <div style="display: flex; justify-content: space-between;"> <div>           Do you require a 1099 for IRS?  <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No         </div> <div>           Completion Date  <u>August 30, 2014</u> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Total Amount Authorized \$</div> <div><u>1,277,519.10</u></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Management Reserve Fund \$</div> <div><u>75,000.00</u></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Maximum Amount Payable \$</div> <div><u>1,352,519.10</u></div> </div>	

**Index of Exhibits (Check all that apply):**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work<br><input type="checkbox"/> Exhibit A-2 Task Order Agreement<br><input type="checkbox"/> Exhibit B-1 DBE Utilization Certification<br><input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data<br><input type="checkbox"/> Exhibit D-1 Payment - Lump Sum<br><input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus<br><input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate<br><input type="checkbox"/> Exhibit D-4 Payment - Provisional<br><input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit<br><input type="checkbox"/> Exhibit E-2 Fee - Specific Rates<br><input checked="" type="checkbox"/> Exhibit F Overhead Cost<br><input checked="" type="checkbox"/> Exhibit G Subcontracted Work<br><input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates<br><input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost<br><input checked="" type="checkbox"/> Exhibit H Title VI Assurances<br><input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement<br><input type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures<br><input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures<br><input type="checkbox"/> Exhibit L Liability Insurance Increase<br><input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification<br><input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification<br><input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary<br><input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification<br><input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification<br><input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|---|---|

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
 between the Local Agency of \_\_\_\_\_ the City of Spokane \_\_\_\_\_, Washington, hereinafter called the "AGENCY",  
 and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY 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 for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

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

**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 Federal, State, 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 work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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."

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 this PROJECT, 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 PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **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 be completed by the date shown in the heading of this AGREEMENT under 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 or 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 work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

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 contract. 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 the 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

## **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

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 "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" 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 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 as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work 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 herein above, 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 such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work 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 above.

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 it's employee's default 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.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

## **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 de novo 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", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

## **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such 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 to such action shall 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.



### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against 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.

Unless otherwise specified in the 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 the 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 and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the 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 the AGENCY.

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 shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the 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 the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the 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.

#### **XV Endorsement of Plans**

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

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII 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 an amendment to this AGREEMENT.

#### **XIX 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 agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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.

By  By \_\_\_\_\_

Consultant KPFF Consulting Engineers Agency City of Spokane

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

  
Assistant City Attorney

## **Exhibit A-1 Scope of Work**

### **University Place Pedestrian Overpass Plans, Specifications, and Engineer's Construction Cost Estimate**

#### ***PROJECT DESCRIPTION***

The Burlington Northern/Santa Fe railroad tracks stand as a barrier between the southern portion of the University District and the greater University District area. The University Place Pedestrian Overpass Study has been completed and a preferred bridge type, size and location selected. This project shall pick up where the study ended and carry the preferred alternative through to final design.

#### ***PROJECT OBJECTIVES***

The overall objective of this project is to develop a non-motorized connection from the Sprague area and medical district to the south of the rail corridor to the Riverpoint Campus academic facilities north of the rail corridor. The bridge providing the link between these areas is intended to create a sense of place and support future development in the Sprague area.

This scope of work is primarily for the Plans, Specifications, and Engineer's Construction Cost Estimate (PS&E) Phase, which includes surveying, project aesthetics, civil and structural engineering, geotechnical exploration, urban planning and design, permitting assistance, public involvement and real estate appraisal. These tasks will develop the previously selected preferred alternative into construction ready contract documents.

This project will take place in two phases, which include the following:

- Plans, Specifications and Cost Estimate (PSE)
  - Completion of 30%, 60% and 100% (Final) PSE plan documents
  - Contract specifications
  - Engineer's cost estimate
- Construction Support Services (CSS)

At the conclusion of the design, the KPFF team will provide construction support services to assist the City in the advertising and construction of the project.

**PROJECT TEAM**

The project team is made up of the following:

Owner	City of Spokane
Prime Consultant	KPFF Consulting Engineers, Inc
Structural Engineering	KPFF Consulting Engineers, Inc
Civil Engineering	KPFF Consulting Engineers, Inc
Urban Planning	LMN Architects
Bridge Architecture	LMN Architects
Landscape Architecture	Sherry Pratt Van Voorhis, PS
Environmental Services	GeoEngineers, Inc.
Geotechnical Engineering	GeoEngineers, Inc.
Mechanical/Electrical Engineering	MW Consulting Engineers
Surveying	Taylor Engineering, Inc.
Public Involvement	Northwest Dynamics, Inc.
Cost Estimating & Constructability	Jonasson Consultants

**SCOPE OF WORK**

The following is a scope of work for the project.

**TASK NO. 1.0 – PROJECT MANAGEMENT AND ADMINISTRATION**

**Task No. 1.10 – Project Schedule**

A project design schedule shall be created in Microsoft Project that spans from the notice-to-proceed for the supplemental work to the completion of the PSE documents. The schedule shall be updated on an as needed basis.

**Task No. 1.20 – Design Team Supplemental Agreements**

KPFF shall prepare supplemental contracts for LMN Architects, Sherry Pratt Van Voorhis, GeoEngineers, Inc., MW Consulting Engineers, Taylor Engineering, Inc., Northwest Dynamics, Inc., and Jonasson Consultants.

**Task No. 1.30 – Progress Reports**

A progress report form shall be provided to each team member. This form shall be filled out on a monthly basis and submitted with the invoice for the work described in the progress report. KPFF shall then compile the reports into a single document to be submitted to the City with the associated monthly invoice.

**Task No. 1.40 – Invoices**

Team members are to prepare monthly invoices for work completed. KPFF shall compile the invoices into a single document to be submitted to the City.

**Task No. 1.50 – Team Meetings**

The consultant team shall meet with the City on a monthly basis to discuss project issues, schedule, progress, and general coordination of effort. The consultant team shall meet internally on a monthly basis to coordinate project tasks and design.

Deliverables

- Project schedule with monthly updates
- Monthly progress reports and invoices
- Team meetings
  - Participation in project meetings with the City (assume 12 meetings)
  - Participation in internal consultant team meetings with the City (assume 12 meetings)

**TASK NO. 2.0 – TOPOGRAPHIC AND BOUNDARY SURVEY**

Taylor Engineering, Inc. will be providing survey services on this project.

**Task No. 2.10 – Final Trail Alignment**

Subtask No. 2.11 - Additional Topographic Survey

A field survey will be performed using a combination of conventional and GPS survey techniques to obtain necessary ground information and supplemental mapping detail. Specifically, this survey will include the new MLK Jr. right of way improvements within the project corridor, an expansion to the north of the existing topographic survey for the north landing area, property and right of way lines within the project corridor including found survey monumentation, spot elevations within these additional areas at an approximate 25-ft grid, additional top of rail and railroad sign bridge elevations, and verification of existing utilities including invert elevations, pipe sizes and material.

This survey will be performed using the same horizontal and vertical datums of the existing topographic survey. This additional field data will be added to supplement the existing topographic survey base drawing.

The survey digital file shall be formatted to be compatible with Civil 3D terrain modeling software.

**Task No. 2.20 – Right of Way and Easement Acquisition**

Subtask No. 2.21 - Title Report Review

Title reports will be ordered for each parcel that may require acquisition for right of way or for easement. It is assumed that approximately 15 reports will be required. These reports will be reviewed to confirm current ownership, record deed descriptions, and all matters, including record easements benefiting the property, record easements or servitude's and covenants affecting the property, documents of record referred to in the above-cited documents, and any other recorded documents referenced containing appropriate information affecting the properties. All plottable items will be added to the topographic survey base map.

Subtask No. 2.22 - Acquisition Staking

For purposes of appraisal and final determination of location of easements and acquisition, the limits of the proposed easements and proposed acquisition areas will receive temporary staking, consisting of 3-ft wood lath and high visibility flagging. Prior to this staking, right of entry letters will be sent to all affected property owners to assure the grant of access for this task. This task assumes that staking will be performed one-time only. Any restaking due to disturbance of stakes or revised areas of take or easement would be provided as an extra on an hourly basis.

Subtask No. 2.23 - Right of Way and Easement Descriptions

Necessary research and calculations to prepare and provide descriptions and sketches noting each of the locations of the properties being described will be performed. The City shall be responsible for providing the design team with sufficient details of the affected properties, and locations of proposed easements. This scope assumes that a maximum of 15 descriptions may be required. Preparation of the proper instruments of conveyance and recording of those documents will be performed by others.

Subtask No. 2.24 - Quality Control Review of Right of Way Plans

The prepared right of way plans will be reviewed for accuracy and clarity as they relate to survey data and ownership. In performing this review, the right of way plans will be compared with the previously provided title reports, previously prepared descriptions, the topographic base mapping, and all record plats and surveys.

Subtask No. 2.25 - Final Right of Way Monumentation

All corners, angle points and any points of curvature will be monumented as prescribed by local and state code to define the limits of all right of way acquisitions. Any points found to have been previously monumented will be referenced only. Monumentation will consist of setting 5/8" rebar with a cap marked by a Professional Land Surveyor. Said monumentation will be performed in compliance with the Washington State Survey Recording Act. In compliance with state code, a Record of Survey will be prepared and recorded with the County Auditor's Office.

Assumptions/exclusions

- The cost for title report review assumes approximately 15 reports to be reviewed and does not include title company charges for producing the reports. If it is determined that substantially more reports are required, the client will be contacted to discuss possible additional fees for review. Currently, title company fees are approximately \$320 per report.
- Right of way acquisition and easement descriptions assume an approximate maximum of 15 descriptions being prepared. If it is determined that substantially more descriptions may be required, the City will be contacted to discuss any possible additional expenses.

Deliverables

- Revised topographic survey base map
- Right of way and easement descriptions
- Final right of way monumentation

***TASK NO. 3.0 – SUPPLEMENTAL GEOTECHNICAL INVESTIGATION AND RECOMMENDATIONS***

GeoEngineers will provide a supplemental geotechnical engineering evaluation for design and construction of stormwater management facilities. As requested, consultation services during final design of the pedestrian bridge will be provided, as well as associated retaining walls and access ramps.

Assumptions

- Geotechnical report completed by GeoEngineers dated April 9, 2012 is sufficient for final design of the Pedestrian Bridge.

**Task No. 3.10 – Final Geotechnical Investigation and Consultation**

Task No. 3.11 – Test Pit Explorations & Utility Locate

Exploration of soil and groundwater conditions at proposed stormwater management areas will be performed by excavating two to four test pits to depths ranging between 10 and 14 feet below existing site grade, or to refusal, whichever occurs first. Test pit explorations will be completed using a subcontracted excavator and operator. Representative soil samples of each encountered soil unit will be collected from the test pits and returned to GeoEngineers' laboratory for additional characterization and testing. Infiltration tests are not planned at the site. It is assumed the test pit exploration program will be completed in one, 8-hour day.

A representative of GeoEngineers will mark the test pit locations in the field and complete an underground utility locate (One-Call Notification). GeoEngineers will prepare the necessary documents and coordinate with property owners to access private properties. GeoEngineers will keep the City informed regarding activities related to access to private property.



Task No. 3.12 - Laboratory Testing

Laboratory testing will be performed to assess pertinent physical and engineering characteristics of soil encountered. Laboratory tests will include four gradation analyses and four moisture content determinations, completed in accordance with applicable ASTM International test methods. (Analytical tests to quantify soil contamination are not part of this scope, and will be performed under Task 5.0 Environmental Services, as necessary.)

Task No. 3.13 - On-Site Stormwater Disposal Feasibility

GeoEngineers will evaluate the feasibility of on-site disposal of stormwater. The assessment will be based on conditions encountered during test pit explorations, results of laboratory testing and information provided by KPFF, specifically preliminary estimates of stormwater volumes. Lab data will be used to develop infiltration rates and allowable drywell discharge rates in general accordance with the Spokane Regional Stormwater Manual.

Task No. 3.14 - Consultation and Coordination

Consultation during design will be provided to give assistance regarding known or anticipated geotechnical issues that should be considered during final design or that could influence construction. The discussion will include methods to mitigate such issues. GeoEngineers has assumed participation in up to six internal meetings for consultation during design, as requested by the City of Spokane and KPFF.

Task No. 3.15 – Geotechnical Report

Deliverables will include a draft supplemental report containing geotechnical findings, conclusions and recommendations. A final supplemental report will be prepared that contains the results of mutually agreed-upon comments from other team members. Technical memoranda will be provided to document consultation during design, as necessary.

Deliverables

- Draft Supplemental Geotechnical Report  
(Two hardcopies, one electronic copy)
- Final Geotechnical Report  
(Three hardcopies, one electronic copy)
- Technical Memoranda  
(Three hard copies, one electronic copy)

**TASK NO. 4.0 – BRIDGE AESTHETICS COLLABORATION**

LMN will collaborate with the team on details and the overall bridge and approach structure aesthetics, and will provide input to documentation supporting the PSE effort. This will include further refinement of the architectural definition of the cable-stay draping geometry and connection details, the signature arch central pier shape and finishes, lighting, handrails and the railroad throw barrier. LMN will develop a digital 3D model for purposes of refining the bridge structure and approach ramp design. This model will be used for providing sketch renderings and graphics for design development conversations.

**Task No. 4.10 – Design Development and Coordination (30% PSE)**

LMN shall submit a written Draft Basis of Design to summarize the architectural design process and criteria, and shall provide design option sketch graphics for design workshops. LMN shall document, in drawings, the Draft Basis of Design for the 30 Percent PS&E Submittal. In addition to Preferred Alternative Graphics included in the deliverables below, LMN shall coordinate the development of sketch renderings.

Architectural coordination will be conducted for the following components:

Bridge Structure

- Pier geometry coordination
- Bridge color scheme
- Stay-cable connections to:
  - Bridge deck
  - Pier
- Stay-cables
- Bridge deck
- Handrail system
- Light fixture coordination

Approach Ramps

- Path surface treatments
- Structural earth wall treatments
- Handrail system

Creation of 30 Percent PS&E Submittal:

- Draft Basis of Design
- 30% level plan set (3 sets – 11x17)

**Task No. 4.20 – Design Development and Coordination (60%-100%)**

LMN shall provide architectural design, coordination and documentation services for the pedestrian bridge and east and west approaches for the 60, 90, and 100 Percent PS&E Submittals. Work shall include refinement of the Draft Basis of Design, coordinating the architectural design with associated engineering disciplines, construction documentation of the architectural components of the design, and preparation of architectural specifications.

The remaining bridge architectural elements include: the further refinement of the architectural & engineering definition of the cable-stay draping geometry and connection details, the signature arch central pier shape and finishes, lighting, deck and approach services, handrails and the railroad throw barrier.

In addition, coordination will need to take place with stakeholders wishing to utilize the bridge to carry their utilities across the BNSF tracks, MLK Jr. Way and the STA corridor. Avista Utilities made it known during the TSL study that they would like to coordinate the use of the bridge to support some of their utilities.

Deliverables

- Workshop Graphics will include 10 sketches to demonstrate the design direction of the following:
  - Pier Alternative Sketches
  - West Approach Sketches
  - East Approach Sketches
  - Connection Detail Sketches
  - Surface Finish Examples
  - Color Examples
- Preferred Alternative Graphics:
  - Three (3) "Sketch-Up" quality renderings.
- Architectural Plan Sheets (Assume a sheet count of 8 sheets):
  - Codes, Notes And Symbols
  - Enlarged Bridge Sections (2 Sheets)
  - Enlarged Pier Miscellaneous Details (2 Sheets)
  - Enlarged East Approach Sections
  - Enlarged West Approach Sections
  - Bridge Handrail Sections
  - Bridge Throw Barrier Details
- 60 Percent PS&E Submittal:
  - Final Basis of Design
  - 60% level plan set (3 sets – 11x17)
  - Specification Outline (3 copies)
  - Response to City 30% PSE Comments (3 copies)
- 90 Percent PS&E Submittal:
  - 90% level plan set (3 sets – 11x17)
  - Draft Specifications (3 copies)
  - Response to City 60% PSE Comments (3 copies)
- Final PS&E Submittal:
  - Final plan set (3 sets – 11x17)
  - Final Specifications (3 copies)
  - Response to City 90% PSE comments (3 copies)

**TASK NO. 5.0 – ENVIRONMENTAL SERVICES**

GeoEngineers' environmental services will include: a follow-up visual reconnaissance of the Shreiner property (which could not be accessed during the previous Phase I ESA); a Phase II Environmental Site Assessment (Phase II ESA) to assess those recognized environmental conditions (RECs) identified in the previous Phase I ESA that directly affect the project site; cultural monitoring during earth moving activities; and, if needed based on the results of the Phase II ESA, prepare a Cleanup Action Plan (CAP) for the remediation and disposal of contaminants of concern (COC) that are identified during this assessment.

**Task No. 5.10 – Follow-up Visual Reconnaissance – Shreiner Property**

GeoEngineers could not access the Shreiner property during the previous Phase I ESA visual reconnaissance. After site access is obtained by the City of Spokane, GeoEngineers will conduct a visual reconnaissance of the property, including site structures, and identify potential RECs. In the event that RECs are identified for the property, GeoEngineers will include further assessment of the RECs during Phase II ESA field activities (see Phase II ESA below). Results of the visual reconnaissance will be summarized in the Phase II ESA report (see Task 5.20).

**Task No. 5.20 – Phase II ESA**

GeoEngineers will advance a total of five soil borings, each to a total depth of 10 feet (ft.) below ground surface (bgs). Four borings will be advanced in the area of the north bridge landing and one boring in the area of the south bridge landing (within the Shreiner property), if needed. Soil samples will be collected from each of the five borings; one sample from each boring will be submitted to a Washington State certified laboratory under standard chain of custody procedures and analyzed for total petroleum hydrocarbons using the Northwest Total Petroleum Hydrocarbon-Hydrocarbon Identification (NWTPH-HCID) Method and Resource Conservation and Recovery Act (RCRA) 8 metals using EPA 6000/7000 Series Methods. Analyzing select samples for gasoline-, diesel-, and oil-range petroleum hydrocarbons by Northwest Methods NWTPH-Gx and NWTPH-Dx, volatile organic compounds (VOC) by EPA Method 8260 and semivolatile organic compounds (SVOC) by EPA Method 8270 is also anticipated. GeoEngineers also will collect one, three-point composite soil sample from the stockpile located on the Judd property (identified as a REC in the Phase I ESA report). This sample will be analyzed for each of the constituents listed above.

GeoEngineers will prepare a report summarizing the findings of the follow-up visual reconnaissance and the results of the Phase II ESA. Recommendations for further action (if needed) will also be included along with appropriate support documentation.

Assumptions

- The City of Spokane will negotiate access to the site on GeoEngineers' behalf.
- Up to five soil borings will be advanced to a depth of 10 ft. bgs or refusal, whichever is encountered first.
- No more than one round of assessment activities will be required.

Deliverables

- Draft follow-up visual reconnaissance and Phase II ESA report (one electronic copy).
- Final visual reconnaissance and Phase II ESA report (two hardcopies, one electronic copy).

**Task No. 5.30 – Cleanup Action Plan**

If COC are detected above applicable cleanup levels in samples analyzed from the Phase II ESA, environmental remediation may be warranted. GeoEngineers will prepare a CAP that could be included in the City's specification package to inform bidders of the procedures required to excavate and remove contaminated material from the project site. The CAP will include details on how to best manage (handle, stockpile, characterize for disposal, transport and dispose off-site to an appropriately-permitted landfill) contaminated soil during construction. The CAP will be executed by the contractor prior to or during construction.

Assumptions

- Observation and documentation services during environmental remediation are not considered part of this scope. If these services are required, a separate scope and budget will be prepared and submitted for approval at that time.
- Groundwater management services are not considered part of this scope. If these services are required, a separate scope and budget will be prepared and submitted for approval at that time.

Deliverables

- Draft CAP (one electronic copy)
- Final CAP (six hard copies, one electronic copy)

**Task No. 5.40 – Archaeological Monitoring**

GeoEngineers will subcontract with Historical Research Associates, Inc. (HRA) to complete professional archeological monitoring in accordance with the Department of Archeology and Historical Preservation (DAHP) request found with the August 29, 2012 concurrence letter. HRA will notify local Tribal representatives of the proposed monitoring activities (following approval by the City of Spokane) and invite them to be in attendance during monitoring

activities if they choose. HRA will also review the April 26, 2012 Cultural Resources report, which was prepared by GeoEngineers and submitted to the City, to identify the areas on-site that might have the highest potential for discovery of buried archeological materials. Following the cultural report review, HRA will prepare an archeological monitoring plan to be used on site during monitoring activities.

HRA will be on-site to monitor soil disturbing activities in the areas of highest potential to contain buried archeological materials, as identified in the April 26, 2012 Cultural Resources report. If archeological materials are identified during soil disturbing activities, HRA will recommend that work be stopped within the area of the archeological discovery until proper authorities can be notified and appropriate action taken.

Following the completion of HRA's monitoring activities, they will prepare a short letter report documenting sight observations and activities, as appropriate. The report will be submitted to the City within 20 days of soil disturbing activities.

#### Assumptions

- At no time during this project will GeoEngineers or HRA have the authority to stop work. GeoEngineers or HRA may recommend temporary work stoppage in the event that archeological materials are encountered; however, it will be the responsibility of the City of Spokane to make the final determination on all work stoppage.
- It is assumed that no archeological sites will be encountered during the monitoring.
- No more than 10 days of archeological monitoring will be required.
- If more than 10 days of archeological monitoring are required or archeological sites are discovered, a separate scope and budget will be prepared and submitted for approval at that time.

#### Deliverables

- Final monitoring report (three hardcopies, one electronic copy)  
Please note: No draft monitoring report will be generated.

#### **Task No. 5.50 – Permitting Services**

Based on information obtained from the City Engineering Services Department, GeoEngineers understands that all State Environmental Policy Act (SEPA) and Environmental Classification Summary (ECS) permits and forms have been completed and approved by the appropriate jurisdictional agencies. Therefore, no further permitting is required for the project at this time.

#### **Task No. 5.60 – Consultation and Internal Team Meetings**

Consultation during design will be provided, as requested. GeoEngineers has assumed participation in up to six internal meetings for consultation during design, as requested by the City of Spokane and KPFF.

**TASK No. 6.0 – PUBLIC INVOLVEMENT**

Northwest Dynamics (NWD) will participate in a number of public involvement meetings and workshops, which are further outlined in this section. Preparation, attendance, and post-meeting efforts are included in this scope for each meeting or workshop described.

**Task No. 6.10 – Project Kick-off Meeting**

NWD will participate in the project kick-off team meeting. This includes preparing necessary materials prior to the kick-off meeting and contributing to the review of meeting summary or minutes.

**Task No. 6.20 – Transit Connectivity**

NWD will work with the Spokane Transit Authority (STA) to define the connectivity at both approaches including, but not limited to, the possibility of locating a transit hub at the north approach, and providing bus access to the south approach. Two meetings with the Spokane Transit Authority and presentation at a transit related public open house are assumed.

**Task No. 6.30 – South Approach & Connectivity Coordination**

NWD will work with the City to finalize the character of the south approach and its connectivity with Riverside and Sprague Avenues, as well as Grant and Sheridan Streets. Discussions will be held regarding the final design of the corridor extension for Sherman Street and its intersection with Sprague Avenue, and a second look at the characteristics of the Grant/Riverside/Sheridan corridor may be required. Four meetings with the City and Sprague Avenue stakeholders are assumed.

**Task No. 6.40 – Washington State University Property Acquisition and Campus Connectivity**

NWD will attend up to three meetings with Washington State University (WSU) and its stakeholders in order to finalize acquisition of the property required for the north landing. This will include finalizing the connectivity to the campus and beyond.

**Task No. 6.50 – Private Property Acquisitions at South Landing**

NWD anticipates attending one day of meetings with the private property owners to assist in finalizing the amount of property needed for the south landing.

**Task No. 6.60 – Project Vernacular**

NWD will attend up to two meetings with the City for determining the vernacular of the project for the campus side on the north, and the urban environment on the south. Additionally, the remaining bridge architectural elements to discuss include:

- Refinement of the architectural & engineering definition of the cable-stay draping geometry and connection details
- The signature arch central pier shape and finishes
- Lighting
- Handrails
- The railroad throw barrier.

**Task No. 6.70 – Utility Coordination**

NWD will participate in one meeting for coordination with stakeholders wishing to utilize the bridge to carry their utilities across the BNSF tracks, MLK Jr. Way, and the STA corridor. Avista Utilities made it known during the Type, Size, and Location Study that they would like to coordinate the use of the bridge for support of their utilities.

**Task No. 6.80 – Public Open House #1**

Background

The approach landings on both sides of the bridge will consist of a landform with a generous sweeping trail alignment for easy bike access, and an open feel. Grand stair access is provided for pedestrians, and will function as an anchor for the landings. The landforms will require walls for landscape features, and as a means for practical containment.

Public interest in the structure can be gained through pavement design by selecting materials which will enhance the function and aesthetic of the landing. Permeable paving systems will be utilized to the greatest extent possible in order to assist in meeting Low Impact Development standards.

Task

Wall forms, wall textures, and paving materials will be studied during 30% design for function, costs, and aesthetics. NWD anticipates holding two planning meetings as preparation for attending the first of two public open houses for the public, WSU, and property owners.

**Task No. 6.90 – Public Open House #2**

NWD anticipates holding two planning meetings as preparation for attending the second of two public open houses for the public, WSU, and property owners.

Deliverables

- Meeting Preparation
- Post-meeting efforts (i.e. review of meeting minutes)
- Participation in two (2) public open houses



**TASK NO. 7. 0 – CIVIL ENGINEERING**

KPFF shall perform the civil engineering work for the preparation of Plans, Specifications, and Estimate (PSE) of the University District Pedestrian/Bicycle Bridge. The construction documents shall be used for obtaining construction permits and for the construction of the proposed improvements.

KPFF Civil will be responsible for the design and documentation of the following elements:

- Horizontal and vertical control of the bridge alignment in relation to existing terrain and improvements. Major bridge and landing elements will be tied to established survey monumentation.
- Site preparation and erosion control documentation.
- Pavement design for asphalt and concrete pavements based on GeoEngineer's recommendations. This includes porous pavement design.
- Grading for landings and street improvements. Grading will include both spot elevations and contours necessary for construction. KPFF will provide wall elevation profiles and top and bottom of wall elevations on plans.
- Drainage control for all proposed improvements. All surface drainage shall be disposed of on-site using infiltration swales. Water quality facilities will be utilized for city street improvements.
- Utility relocations necessary for the construction of the proposed improvements. KPFF will provide water main extensions necessary for irrigation.
- Street improvement plans for Sprague Avenue, Sherman Street and Riverside Avenue. The plans are comprehensive showing paving, drainage, utilities and horizontal control for elements designed by others, such as landscaping and street lighting. KPFF will provide standard MUTCD street signage and channelization. Specifically, the street improvement scope is as follows:
  - Improvements to Sprague are confined to the intersection with Sherman. Specifically, providing curb bulbs with wheelchair ramps on all corners, a driveway curbcut at the north side of the intersection, and crosswalk striping. No other improvements to Sprague are anticipated, such as drainage, lighting, etc.
  - Improvements to Sherman are confined to the intersection with Sprague and a new extension to Riverside Avenue.
  - Improvements to Riverside are confined to only providing asphalt over crushed rock pavement section the width of the Sherman Street extension. No other improvements are anticipated, such as drainage, utilities, lighting, etc. Given the extreme poor condition of Riverside Avenue, we recommend the City set aside a contingency for improving this road between Grant and Sheridan Streets.

In addition, KPFF will prepare cost estimates for civil design elements utilizing our cost database, City, County and WSDOT bid tabs and contacting contractors to verify major cost elements. The cost estimating effort includes a budget reconciliation effort with the City and design team prior to moving on to the next design phase.

Assumptions

- Landscape architect will provide horizontal control for landscaping, wayfinding signage, site furniture, paver layout and non-standard hardscape scoring.
- Landscape architect will provide grading concepts for landscape areas, however, final documentation of all grading will be on civil plans.
- Landscape architect will design all irrigation needs for landings and city street trees.
- Electrical engineer will document electrical demolition.
- Lighting designer will document lighting for bridge, landings and city street improvements.
- Environmental engineer will document hazardous waste removal, if necessary.
- Undergrounding of existing overhead utilities is not required for this project.
- Sanitary sewer service is not required for this project.
- Improvements to City Streets and the extension of Sherman Street will not require new utility main extensions.
- Power and communication utility routing on bridge is by others.

**Task No. 7.10 – Project Administration**

Task No. 7.11 – General Administration

KPFF Civil will assist in scope of work definition, provide input and review project schedule and work plan and provide monthly progress reports necessary for invoicing.

Task No. 7.12 – Coordination

KPFF Civil will coordinate with all project stakeholders, permitting authorities and design team consultants to achieve necessary approvals and the civil design elements are well coordinated, within the time and budget constraints of the project, constructible and generally meets the expectations of the project stakeholders. Specifically, KPFF will coordinate with our subconsultants, the City of Spokane, BNSF, WSU, Spokane Transit Authority, and private utility purveyors.

Task No. 7.13 – Permitting Assistance

KPFF Civil will provide input to SEPA Checklist prepared and Storm Water Pollution Prevention Plan narratives prepared by others. KPFF will also provide general permitting assistance.

**Task No. 7.14 – Meetings**

KPFF Civil will participate in the following meetings:

- Monthly coordination meetings with the City of Spokane (6)
- Monthly team coordination meetings (12)
- Public Open House Events (2)
- Meeting with Spokane Transit Authority (1)
- Meetings with City Streets Stakeholders (4)
- Meetings with WSU (3)
- Meetings with private utility purveyors (2)

**Task No. 7.20 – 30% Construction Documents**

KPFF Civil will prepare 30 percent level plans per the list outlined at the end of this section. The purpose of this design phase is to confirm the bridge and landing concept design in the TS&L report, establish a firmer concept for the proposed street improvements, establish the drainage approach and have enough documentation for pricing. This phase will require much interaction with project stakeholders.

**Assumptions**

- Site Preparation and Erosion Control plans are not included in the 30% submittal.
- Detail sheets are not included in the 30% submittal.

**Task No. 7.30 – 60% Construction Documents**

KPFF Civil will prepare 60 percent level plans and specifications per the list outlined at the end of this section. The purpose of this design phase is to firmly establish all project design elements with enough documentation to feel confident of the cost estimate and coordination with all stakeholders and design team members. This set is expected to be submitted for initial permit reviews.

**Task No. 7.40 – 90% Construction Documents**

KPFF Civil will prepare 90 percent level plans and specifications per the list outlined at the end of this section. The purpose of this design phase is to complete the construction documents and confirm cost estimates. There should be no major changes to the program in this phase. All detailing will be completed at this stage of design.

**Task No. 7.50 – Final Construction Documents**

KPFF Civil will finalize plans and specifications based on 90 percent review comments and final internal QA/QC. The purpose of this design phase is to finalize the construction documents for bid.

Deliverables (Electronic and Hard Copies)

Anticipated Civil Plan Sheets (Sheet Count: ±33)

- Civil Plans (Bridge and Landings)
  - Civil Legend and Abbreviations
  - Civil Notes
  - General Site Plan
  - Horizontal Control Plan (Alignment)
  - Existing Conditions (2 sheets)
  - Site Preparation Plan (Demolition)
  - Temporary Erosion and Sediment Control Plan
  - Temporary Erosion and Sediment Control Details (2 sheets)
  - North Landing Paving and Horizontal Control Plan
  - South Landing Paving and Horizontal Control Plan
  - Horizontal Control Enlargement Plan
  - Paving Sections and Details (2 sheets)
  - North Landing Grading and Drainage Plan
  - South Landing Grading and Drainage Plan
  - Wall Elevations
  - Grading and Site Sections (2 sheets)
  - Drainage Sections and Details (2 sheets)
  - North Landing Utility Plan
  - South Landing Utility Plan
  - Utility Profiles, Sections and Details
- Public Works Street Improvement Plans
  - Cover Sheet
  - Notes/Abbreviations
  - E. Sprague Ave. and E. Sherman St. Intersection Plan
  - E. Sherman Street Extension Plan and Profile
  - Riverside Avenue Plan and Profile
  - Channelization, Signage and Horizontal Control Plan
  - Street Sections and Details (2 Sheets)
- 30 Percent PS&E Submittal
  - Draft Basis of Design
  - Preliminary Drainage Report
  - 30% Level Plan Set
  - Preliminary Estimated Quantities and Associated Costs

- 60 Percent PS&E Submittal:
  - Final Basis of Design
  - Final Draft Drainage Report
  - 60% Level Plan Set
  - Draft Technical Specifications
  - Updated Estimated Quantities and Associated Costs
  - Response to City 30% PSE Comments
- 90 Percent PS&E Submittal:
  - 90% Level Plan Set
  - Updated Technical Specifications
  - Updated Estimated Quantities and Associated Costs
  - Response to City 60% PSE Comments
- Final PS&E Submittal:
  - Final plan set
  - Final Specifications
  - Finalized Estimated Quantities and Associated Costs
  - Response to City 90% PSE comments

***TASK NO. 8.0 – STRUCTURAL ENGINEERING***

KPFF shall perform the structural engineering work.

KPFF shall provide structural engineering for the Plans, Specifications, and Estimate (PSE) design phase of the University District Pedestrian/Bicycle Bridge.

**Task No. 8.10 – Basis of Design**

KPFF shall submit a written basis of design to summarize the design process and criteria.

**Task No. 8.20 – Bridge Design**

KPFF shall provide structural engineering for the PSE design for the pedestrian bridge. The design shall include the bridge superstructure and foundations from the abutment near Riverside Avenue, over BNSF to a center pier near MLK Jr. Way, and ending at an abutment on the WSU campus.

Components of the bridge design shall include the following items:

- Spread footings for the abutments
- Deep foundations, such as shafts, for support of the center pier
- Cable-stayed bridge design
  - Cable layout and deck connections
  - Pier connections
  - Deck superstructure framing
  - Deck slab
  - Deck safety railings

**Task No. 8.30 – North Approach Ramp Design**

KPFF shall provide structural engineering for the PSE design of the North landing ramp. The design shall be ADA compliant.

Components of the north approach ramp design shall include the following items:

- Approximately 280 feet of ramp
- Retaining walls
- Stairs
- Hand railing

**Task No. 8.40 – South Approach Ramp Design**

KPFF shall provide structural engineering for the PSE design of the east landing ramp. The design shall be ADA compliant.

Components of the south approach ramp design shall include the following items:

- Approximately 280 feet of ramp
- Retaining walls
- Stairs
- Hand railing

**Task No. 8.50 – Miscellaneous Structures**

KPFF shall provide structural engineering for the PSE design of miscellaneous structures such as way finding signs, retaining walls, etc.

Miscellaneous structures shall include the following items:

- Wayfinding sign supports and foundations
- Protective structures for existing utilities
- Structural retaining walls
- Lighting supports and foundations

Deliverables (Electronic and Hard Copies)

- Anticipated Structural Plan Sheets (Sheet Count: ±73):
  - General Notes & Abbreviations
  - General Plan & Elevation
  - Horizontal Control Plan
  - Construction Sequence (4 Sheets)
  - Foundation Layout
  - Shaft Details (2 Sheets)
  - North Abutment Plan & Elevation
  - North Abutment Details
  - South Abutment Plan & Elevation
  - South Abutment Details
  - Intermediate Pier Plan & Elevation
  - Intermediate Pier Segment 1 (2 Sheets)
  - Intermediate Pier Segment 2 (2 Sheets)
  - Intermediate Pier Segment 3 (2 Sheets)
  - Intermediate Pier Segment 4 (2 Sheets)
  - Intermediate Pier Anchor Block (2 Sheets)
  - Cable Layout
  - Stay Cable Details (2 Sheets)
  - Stay Cable Deck Connection Layout
  - Stay Cable Deck Connection Details (4 Sheets)
  - Superstructure Layout
  - Deck Framing Plan & Elevation (2 Sheets)
  - Deck Framing Plan
  - Deck Sections (2 Sheets)
  - Deck Details (2 Sheets)
  - Intermediate Pier Connection Details (3 Sheets)
  - Deck Vertical Support Layout (2 Sheets)
  - Deck Vertical Support Sections (2 Sheets)
  - Deck Vertical Support Details (3 Sheets)
  - North Approach Plan & Elevation
  - North Approach Foundation Plan & Elevation
  - North Approach Superstructure Sections
  - North Approach Superstructure Details (2 Sheets)
  - North Approach Deck Sections
  - North Approach Deck Details (2 Sheets)
  - South Approach Plan & Elevation
  - South Approach Foundation Plan & Elevation
  - South Approach Superstructure Sections
  - South Approach Superstructure Details (2 Sheets)
  - South Approach Deck Sections
  - South Approach Deck Details (2 Sheets)
  - Main Span Handrail Layout & Details (2 Sheets)
  - North Approach Handrail Layout & Details
  - South Approach Handrail Layout & Details
  - Miscellaneous Structures (2 Sheets)

- 30 Percent PS&E Submittal:
  - Draft Basis of Design
  - 30% level plan set (3 sets – 11x17)
  - Preliminary Estimated Quantities and Associated Costs (3 copies)
- 60 Percent PS&E Submittal:
  - Final Basis of Design
  - 60% level plan set (3 sets – 11x17)
  - Specification Outline (3 copies)
  - Updated Estimated Quantities and Associated Costs (3 copies)
  - Response to City 30% PSE Comments (3 copies)
- 90 Percent PS&E Submittal:
  - 90% level plan set (3 sets – 11x17)
  - Draft Specifications (3 copies)
  - Updated Estimated Quantities and Associated Costs (3 copies)
  - Response to City 60% PSE Comments (3 copies)
  - Final PS&E Submittal:
    - Final plan set (3 sets – 11x17)
    - Final Specifications (3 copies)
    - Finalized Estimated Quantities and Associated Costs (3 copies)
    - Response to City 90% PSE Comments (3 Copies)

**TASK NO. 9.0 – MECHANICAL AND ELECTRICAL ENGINEERING**

MW Consulting Engineers will provide professional electrical engineering services to prepare electrical construction documents for this project.

Based upon the preliminary design, the scope of work for the project is understood to consist of a cable stay type bridge (approximately 600 feet in length) extending from the south side of the BNSF right-of-way (north of the intersection of Sprague Ave. and Sherman St.) to the north side of Martin Luther King Way, with site improvements on the north and south approaches.

**Task No. 9.10 – Project Management**

MW Consulting Engineers will prepare and submit invoices to KPFF on a monthly basis. It is understood that general coordination with other design team members will be required. This coordination includes, but is not limited to, status updates, design team meetings, and general correspondence.

**Task No. 9.20 – Field Verification**

- Perform site visits to verify existing electrical conditions within the project area.
- Meet with BNSF to discuss specific railroad infrastructure.
- Meet with municipal authorities to discuss City of Spokane infrastructure.
- Meet with utility company representatives to discuss the location and capacity of existing electrical and telephony infrastructure available to support project.



**Task No. 9.30 – Design**

- Prepare construction documents as proposed in the TSL Report for the lighting, electrical, and telecommunications systems including the following:
  - Electrical utility company service.
  - Power distribution system consisting of branch panels and feeders.
  - Lighting of bridge structure, deck and approaches.
  - Automatic lighting control system.
  - Emergency telephone services.
- Attend design team meetings, workshops, and review sessions upon request.

**Task No. 9.40 – Approval**

- Participation in the approval process with the following agencies:
  - City of Spokane
  - BNSF Railroad
- Review and respond to review comments.
- Attend agency review meetings upon request.

**Task No. 9.50 – Construction Documents**

- It is understood that the project will be publicly bid.

Deliverables

It is understood that there will be multiple submittals delivered over the estimated 12-month design process. MW Consulting Engineers anticipates providing materials for the four following PSE Document Submittals:

- 30% PSE Document
- 60% PSE Document
- 90% PSE Document
- Final Construction Bid Documents

Stamped and signed reproducible drawings including the following:

- Scale site plans
- Enlarged bridge plan
- One-line diagrams
- Riser and connectivity diagrams
- Electrical details
- Load calculations
- Specifications

Exclusions (Potential Additional Services)

- Design of any system not specifically described above.
- Photorealistic renderings (or other imagery) beyond basic photometric analysis which depicts the bridge or other illumination schemes.
- Construction Administration
- Preparation of Record Documents

**TASK NO. 10.0 – LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN**

Sherry Pratt Van Voorhis (SPVV) will be providing landscape and irrigation design documents, technical specifications, and construction details for all landscape areas of this project. These final plans and specification will be prepared in City of Spokane Special Provision format with specific bid items to be determined in the future.

SPVV will prepare a conceptual site plan indicating landscape plantings, bike route influences, streetscape improvements as required elements for the City of Spokane, as well as in response to program elements defined by the owner. Included in the bid set will be final planting plans, irrigation plans, landscape grading, specifications, and a schedule of bid items, including unit costs associated with landscape elements.

**Task No. 10.10 – Project Management**

SPVV will prepare and submit invoices to KPFF on a monthly basis. It is understood that general coordination with other design team members will be required. This coordination includes, but is not limited to, status updates, design team meetings, and general correspondence.

**Task No. 10.20 – Illumination**

SPVV shall provide 30%, 60%, 90% and Final PSE for lighting for walkway, bridge approaches, and bridge. Work includes aesthetic fixtures, conduits, wiring and coordination of electrical power connection services with local power company. The Consultant shall work with other team members to evaluate lighting performance throughout the project using the AGI32 illumination model. SPVV will perform selection of aesthetic fixtures. MW will provide photometric analysis and coordinate fixture types and locations with SPVV.

**Task No. 10.30 – Wayfinding and Furnishings**

SPVV shall provide 30%, 60%, 90% and Final PSE for wayfinding signage, and potential pedestrian furniture (i.e. litter receptacles, benches, trail railings (outside of bridge if required), etc.). Area for wayfinding includes to the south Sprague Avenue at the intersections with Grant, Sherman and Sheridan and to the north along MLK Jr Way and WSU campus.

**Task No. 10.40 – 30% Submittal**

SPVV will meet with the design team to discuss and update the Project's design program, regulatory requirements, budget and schedule. This task ultimately results in the preparation of the 30% design drawings which illustrate the scale and relationship of the Project components including:

- Hardscape and landscape areas
- Major landscape features
- Circulation elements
- Grading relative to the approaches (Civil will provide grading plans, SPVV will provide 30% grading concepts)
- Approach connectivity with Riverside and Sprague Avenue
- Way finding and signage approach

**Task No. 10.50 – 100% (Final) Submittal**

SPVV shall provide 30%, 60%, 90% and Final PSE set which details the Project's construction requirements, including:

- Landscape grading
- Site landscaping plans
- Irrigation plans
- Landscape construction details
- Project technical specifications (City of Spokane special provisions)
- Unit quantities with an engineer's estimated unit cost. (SPVV will provide unit costs for items under their design, KPFF will provide grading and pavement costs).
- Erosion control and roadside restoration
  - Planting
  - Irrigation
  - Interlocking pavers
  - Porous pavement
  - Site furnishings

Assumptions/Exclusions

- SPVV will be provided with all information, surveys, reports, and professional recommendations, and any other related items requested in order to provide its professional services. SPVV may rely on the accuracy and completeness of these items, and will inform the Client of any discrepancies or deficiencies found in the data.
- The City shall furnish the services of any utility consultants or contacts.
- SPVV will be advised of any known or suspected contaminants at the Project site. The City shall be solely responsible for all subsurface soil conditions.
- The City will obtain and pay for all necessary permits from authorities with jurisdiction over the project.
- The City agrees to provide the items described above, and to render decisions in a timely manner so as not to delay the orderly and sequential progress of the design team's services.
- The following services are NOT included in the Landscape and Irrigation scope:
  - Surface and subsurface conditions
  - Soils testing
  - Geotechnical evaluation and soil issues (including suitability for plant material, soil content, level of compaction)
  - Lot line location
  - Drainage
  - Utilities' location
  - Design of security components.

Deliverables

- Trail Alignment Alternatives and Selected Alternative Plan (including conceptual parking lot reconfigurations)
- Anticipated Sheets:
  - North Approach Landscape Plans and Details and Hardscape Details
  - North Approach Enlarged Landscape Plans and Details and Hardscape Details
  - East Approach Landscape Plans and Details and Hardscape Details
  - South Approach Enlarged Landscape Plans and Details and Hardscape Details
  - Trail and Bridge Lighting Plan and Details
  - Wayfinding Signage/Site Furnishing/Trail Railings Plan and Details
  - Survey Basemap in two phases
- 30 Percent PS&E Submittal:
  - Draft Basis of Design
  - 30% level plan set (3 sets – 11x17)
  - Preliminary Estimated Quantities and Associated Costs (3 copies)
- 60 Percent PS&E Submittal:
  - Final Basis of Design
  - 60% level plan set (3 sets – 11x17)
  - Specification Outline (3 copies)
  - Updated Estimated Quantities and Associated Costs (3 copies)
  - Response to City 30% PSE Comments (3 copies)
- 90 Percent PS&E Submittal:
  - 90% level plan set (3 sets – 11x17)
  - Draft Specifications (3 copies)
  - Updates Estimated Quantities and Associated Costs (3 copies)
  - Response to City 60% PSE Comments (3 copies)Final PS&E Submittal:
- Final Construction Document Submittal:
  - Final plan set (3 sets – 11x17)
  - Final Specifications (3 copies)
  - Finalized Estimated Quantities and Associated Costs (3 copies)
  - Response to City 90% PSE comments (3 copies)

**TASK 11.0 – BNSF PERMIT SUPPORT**

KPFF shall determine the permits and agreements required and document the processes and timelines required for the anticipated Burlington Northern Santa Fe (BNSF) entitlements. This work shall include the following:

**Task No. 11.10 Meetings with BNSF**

Assume 3 meetings @ 2 hrs each. Assume meetings are held at local BNSF Seattle office and 1 at the project site.

**Task No. 11.20 Identify and Coordinate Right of Entry Approval**

Assist the City in coordinating temporary access with BNSF for soil investigations (if necessary), survey and miscellaneous site reconnaissance work.

**Task No. 11.30 Construction & Maintenance Agreement**

Work with BNSF to identify items required for the Construction and Maintenance Agreement. A formal memorandum identifying the required items will be prepared for the City. Preparation of the actual agreement is not part of this scope of work.

**Task No. 11.40 Coordinate with City, WUTC and BNSF**

Work with agencies on obtaining approvals for track clearances.

**Task No. 11.50 BNSF Review and Approval of 30% and 100% Design**

Coordinate the review of the 30% and 100% design submittals with BNSF. Incorporate BNSF comments into the final design.

Deliverables

- 30 Percent BNSF Submittal:
  - 30% level plan set (4 sets – 11x17)
  - Draft Specification (4 copies)
  - Drainage Report
  - Construction Phasing Plan (4 copies)
  - Response to BNSF 30% Conceptual Submittal Comments (4 copies)
- 100 Percent PS&E Submittal:
  - 100% level plan set (4 sets – 11x17)
  - Final Specifications (4 copies)
  - Drainage Report
  - Construction Phasing Plan (4 copies)
  - Response to BNSF 100% Conceptual Submittal Comments (4 copies)

**TASK 12.0 – CONSTRUCTION SUPPORT SERVICES**

The project team can provide construction support to the City as the project design is completed and the project goes to advertisement and then construction. Tasks could include attending preconstruction meetings, answering contractors' requests for information (RFI), submittal review and site visits. In addition, the project team can also provide complete construction administration if the City desires. The scope and fee for this task will be determined at a later date.

## **Exhibit C**

### **Electronic Exchange of 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
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format

## **Exhibit D-2**

### **Payment (Cost Plus a Fixed Fee)**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
  - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
  - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. 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 sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels 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'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. 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.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed



the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT 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 PROJECT at the time of the interview.
- C. 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 work 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) 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. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

ENGINEERING COST ESTIMATE:

May 1, 2013 Spokane University District Ped/Bike Bridge PS&E																	
Item	SCOPE OF WORK										KPFF	GeoEng	LMN	MW	NW Dynamics	SPVY	Taylor
1.0 PROJECT MANAGEMENT																	
1.10	Project Schedule										\$6,046	\$0	\$1,630	\$0	\$0	\$0	\$0
1.20	Design Team Supplemental Agreements										\$2,546	\$0	\$0	\$0	\$0	\$0	\$0
1.30	Progress Reports										\$3,261	\$0	\$1,137	\$0	\$0	\$0	\$0
1.40	Issues										\$4,852	\$0	\$0	\$0	\$0	\$0	\$0
1.60	Team Meetings (Assume 12 Meetings)										\$26,728	\$0	\$6,087	\$0	\$0	\$0	\$0
	Labor Subtotal										\$43,433	\$0	\$9,092	\$0	\$0	\$0	\$0
	Reimbursable										\$6,000	\$0	\$18,000	\$0	\$0	\$0	\$0
2.0 TOPOGRAPHIC & BOUNDARY SURVEY																	
2.10	Final Trail Alignment										\$0	\$0	\$0	\$0	\$0	\$5,988	
2.11	Additional Topographic Survey																
2.20	Right of Way and Easement Acquisition										\$0	\$0	\$0	\$0	\$0	\$3,518	
2.21	Title Report Review										\$0	\$0	\$0	\$0	\$0	\$2,419	
2.22	Acquisition Staking										\$0	\$0	\$0	\$0	\$0	\$3,524	
2.23	Right of Way & Easement Descriptions										\$0	\$0	\$0	\$0	\$0	\$3,105	
2.24	Quality Control Review of Right of Way Plans										\$0	\$0	\$0	\$0	\$0	\$2,089	
2.25	Final Right of Way Monumentation										\$0	\$0	\$0	\$0	\$0	\$20,843	
	Labor Subtotal										\$0	\$0	\$0	\$0	\$0	\$20,843	
	Reimbursable										\$0	\$0	\$0	\$0	\$0	\$4,003	
3.0 SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS & RECOMMENDATIONS																	
3.10	Final Geotechnical Investigation and Consultation										\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.11	Test Pit Explorations & Utility Locals										\$2,101	\$0	\$0	\$0	\$0	\$0	\$0
3.12	Laboratory Testing										\$423	\$0	\$0	\$0	\$0	\$0	\$0
3.13	On-Site Stormwater Disposal Feasibility										\$1,612	\$0	\$0	\$0	\$0	\$0	\$0
3.14	Consultation and Coordination										\$5,271	\$0	\$0	\$0	\$0	\$0	\$0
3.15	Geotechnical Report										\$0	\$3,475	\$0	\$0	\$0	\$0	\$0
	Labor Subtotal										\$0	\$13,084	\$0	\$0	\$0	\$0	\$0
	Reimbursable										\$0	\$1,884	\$0	\$0	\$0	\$0	\$0
4.0 Bridge Aesthetics Collaboration																	
4.10	Design Development & Coordination (80% PSE)										\$0	\$0	\$36,634	\$0	\$0	\$0	\$0
4.20	Design Development & Coordination (80%-100% PSE)										\$0	\$0	\$77,483	\$0	\$0	\$0	\$0
4.21	Design Development & Coordination (80% PSE)										\$0	\$0	\$92,881	\$0	\$0	\$0	\$0
4.22	Design Development & Coordination (100% Final PSE)										\$0	\$0	\$17,392	\$0	\$0	\$0	\$0
4.30	Public Outreach										\$0	\$0	\$212,230	\$0	\$0	\$0	\$0
	Labor Subtotal										\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Reimbursable										\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.0 ENVIRONMENTAL SERVICES																	
5.10	Follow-up Visual Reconnaissance - Spokane Property										\$0	\$344	\$0	\$0	\$0	\$0	\$0
5.20	Phase II ESA										\$0	\$15,317	\$0	\$0	\$0	\$0	\$0
5.30	Cleanup Action Plan										\$0	\$7,607	\$0	\$0	\$0	\$0	\$0
5.40	Archaeological Monitoring										\$0	\$4,499	\$0	\$0	\$0	\$0	\$0
5.50	Permitting Services										\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.60	Consultation and Internal Team Meetings										\$0	\$4,409	\$0	\$0	\$0	\$0	\$0
	Labor Subtotal										\$0	\$32,238	\$0	\$0	\$0	\$0	\$0
	Reimbursable										\$0	\$17,568	\$0	\$0	\$0	\$0	\$0
6.0 PUBLIC INVOLVEMENT																	
6.10	Project Kick-off Meeting (incl. Material Prep and Review)										\$3,733	\$0	\$0	\$0	\$0	\$1,126	\$0
6.20	Transit Connectivity (Assume 2 Meetings)										\$3,564	\$0	\$0	\$0	\$0	\$938	\$0
6.30	South Approach & Connectivity Coordination (Assume 4 Meetings)										\$6,825	\$0	\$0	\$0	\$0	\$1,876	\$0
6.40	WSU Property Acquisition and Campus Connectivity (Assume 2 Meetings)										\$4,264	\$0	\$0	\$0	\$0	\$938	\$0
6.50	Private Property Acquisitions at South Landing (Assume 1 day of meetings)										\$2,991	\$0	\$0	\$0	\$0	\$750	\$0
6.60	Project Veneer (Assume 2 meetings)										\$4,794	\$0	\$0	\$0	\$0	\$938	\$0
6.70	Utility Coordination (Assume 1 meeting)										\$3,097	\$0	\$0	\$0	\$0	\$469	\$0
6.80	Utility Coordination #1 (2 planning meetings plus open house)										\$5,982	\$0	\$0	\$0	\$0	\$2,439	\$0
6.90	Public Open House #2 (2 planning meetings plus open house)										\$5,982	\$0	\$0	\$0	\$0	\$2,439	\$0
	Labor Subtotal										\$43,232	\$0	\$0	\$0	\$0	\$11,913	\$0
	Reimbursable										\$2,500	\$0	\$0	\$0	\$0	\$1,300	\$0
7.0 CIVIL ENGINEERING																	
7.10	Project Administration (12 months)																
7.11	General Administration										\$1,273	\$0	\$0	\$0	\$0	\$0	\$0
	Scope and Fee Preparation										\$1,432	\$0	\$0	\$0	\$0	\$0	\$0
	Invoice Progress Reports (12 @ .5 hr/invoice)										\$398	\$0	\$0	\$0	\$0	\$0	\$0
7.12	Coordination																
	Coordination with subcontractors (Design)										\$1,432	\$0	\$0	\$0	\$0	\$0	\$0
	Coordination with City (Design)										\$1,432	\$0	\$0	\$0	\$0	\$0	\$0
	Coordination with BNSF (Design/Engineers)										\$4,773	\$0	\$0	\$0	\$0	\$0	\$0
	Coordination with Franchise Utilities										\$1,220	\$0	\$0	\$0	\$0	\$0	\$0
	Coordination with WSU										\$1,432	\$0	\$0	\$0	\$0	\$0	\$0
	Coordination with Spokane Transit Authority										\$1,432	\$0	\$0	\$0	\$0	\$0	\$0
7.13	Permitting																
	SEPA Input to GeoEngineers										\$371	\$0	\$0	\$0	\$0	\$0	\$0
	Assistance in obtaining permits										\$1,697	\$0	\$0	\$0	\$0	\$0	\$0
7.14	Meetings																
	Monthly Coordination Meetings with City (8 hr/mg)										\$4,773	\$0	\$0	\$0	\$0	\$0	\$0
	Monthly Team Coordination Meetings (4hr/mg)										\$9,546	\$0	\$0	\$0	\$0	\$0	\$0
	Transit Public Open House										\$1,273	\$0	\$0	\$0	\$0	\$0	\$0
	Open House No. 2										\$1,273	\$0	\$0	\$0	\$0	\$0	\$0
	Meetings with Spokane Transit Authority										\$1,273	\$0	\$0	\$0	\$0	\$0	\$0
	Meetings with City Streets Barabodders										\$4,455	\$0	\$0	\$0	\$0	\$0	\$0
	Meetings with WSU										\$3,182	\$0	\$0	\$0	\$0	\$0	\$0
	Meetings with Utility Surveyors										\$1,809	\$0	\$0	\$0	\$0	\$0	\$0
7.20	30 % Construction Documents																
	Review Survey & Geotech Report										\$2,280	\$0	\$0	\$0	\$0	\$0	\$0
	Review T&E										\$1,230	\$0	\$0	\$0	\$0	\$0	\$0
	Draft Basis of Design Narrative										\$1,432	\$0	\$0	\$0	\$0	\$0	\$0
	Civil Drawings										\$19,484	\$0	\$0	\$0	\$0	\$0	\$0
	Preliminary Drainage Report										\$3,712	\$0	\$0	\$0	\$0	\$0	\$0
	Cost Estimate										\$3,500	\$0	\$0	\$0	\$0	\$0	\$0
	Budget Reconciliation										\$2,970	\$0	\$0	\$0	\$0	\$0	\$0
	QA/QC										\$6,364	\$0	\$0	\$0	\$0	\$0	\$0
7.30	60 % Construction Documents																
	Respond to 30% review comments										\$1,538	\$0	\$0	\$0	\$0	\$6	\$0
	Final Basis of Design Narrative										\$1,140	\$0	\$0	\$0	\$0	\$0	\$0
	Technical Specifications										\$3,076	\$0	\$0	\$0	\$0	\$0	\$0
	Civil Drawings										\$38,997	\$0	\$0	\$0	\$0	\$0	\$0
	Final Draft Drainage Report										\$2,970	\$0	\$0	\$0	\$0	\$0	\$0
	Cost Estimate										\$3,500	\$0	\$0	\$0	\$0	\$0	\$0
	Budget Reconciliation										\$2,970	\$0	\$0	\$0	\$0	\$0	\$0
	QA/QC										\$6,364	\$0	\$0	\$0	\$0	\$0	\$0
7.40	90 % Construction Documents																
	Respond to 60% review comments										\$1,617	\$0	\$0	\$0	\$0	\$0	\$0
	Technical Specifications										\$38,997	\$0	\$0	\$0	\$0	\$0	\$0
	Civil Drawings										\$1,379	\$0	\$0	\$0	\$0	\$0	\$0
	Final Drainage Report										\$2,439	\$0	\$0	\$0	\$0	\$0	\$0
	Cost Estimate										\$2,970	\$0	\$0	\$0	\$0	\$0	\$0
	Budget Reconciliation										\$6						

ENGINEERING COST ESTIMATE:

May 31, 2013									
Spokane University District Ped/Bike Bridge									
PS&E									
Item	SCOPE OF WORK				KPFF	GeoEng	LMN	BMV	NW Dynamics
					MULTIPLIER:	MULTIPLIER:	MULTIPLIER:	MULTIPLIER:	MULTIPLIER:
					2.6516	3.4384	3.1847	2.2800	2.6800
8.0	STRUCTURAL ENGINEERING								
8.10	Basics of Design								
8.20	Bridge Design								
	Alignment Foundations				\$0	\$0	\$0	\$0	\$0
	Abutments				\$11,614	\$0	\$0	\$0	\$0
	Subit Foundations				\$11,614	\$0	\$0	\$0	\$0
	Intermediate Pier				\$38,819	\$0	\$0	\$0	\$0
	Cable Design, Layout & Connections				\$43,910	\$0	\$0	\$0	\$0
	Superstructures				\$26,728	\$0	\$0	\$0	\$0
	Deck Slab				\$6,152	\$0	\$0	\$0	\$0
	Throat Barrier & Railings				\$6,152	\$0	\$0	\$0	\$0
	North Approach Ramp Design				\$11,375	\$0	\$0	\$0	\$0
8.40	South Approach Ramp Design				\$11,375	\$0	\$0	\$0	\$0
8.50	Miscellaneous Structures				\$0	\$0	\$0	\$0	\$0
	Wayfinding Sign Supports and Foundations				\$2,970	\$0	\$0	\$0	\$0
	Utility Structures				\$1,485	\$0	\$0	\$0	\$0
	Miscellaneous Relativity Walls				\$1,485	\$0	\$0	\$0	\$0
8.60	Lighting Supports and Foundations				\$1,956	\$0	\$0	\$0	\$0
	PSE Subtotals (177 Plan Sheets)				\$3,023	\$0	\$0	\$0	\$0
	General Notes & Abbreviations				\$3,023	\$0	\$0	\$0	\$0
	General Plan & Elevation				\$3,023	\$0	\$0	\$0	\$0
	Horizontal Control Plan				\$3,023	\$0	\$0	\$0	\$0
	Construction Sequence (4 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	Foundation Layout				\$6,046	\$0	\$0	\$0	\$0
	South Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	North Abutment Plan & Elevation				\$6,046	\$0	\$0	\$0	\$0
	South Abutment Plan & Elevation				\$3,023	\$0	\$0	\$0	\$0
	South Abutment Details (2 Sheets)				\$6,046	\$0	\$0	\$0	\$0
	Intermediate Pier Plan & Elevation				\$3,023	\$0	\$0	\$0	\$0
	Intermediate Pier Segment 1 (2 Sheets)				\$7,191	\$0	\$0	\$0	\$0
	Intermediate Pier Segment 2 (2 Sheets)				\$6,046	\$0	\$0	\$0	\$0
	Intermediate Pier Segment 3 (2 Sheets)				\$6,046	\$0	\$0	\$0	\$0
	Intermediate Pier Segment 4 (2 Sheets)				\$6,046	\$0	\$0	\$0	\$0
	Intermediate Pier Anchor Block (2 Sheets)				\$6,046	\$0	\$0	\$0	\$0
	Stay Cable Layout (2 Sheets)				\$7,318	\$0	\$0	\$0	\$0
	Stay Cable Details (2 Sheets)				\$6,205	\$0	\$0	\$0	\$0
	Stay Cable Deck Connection Layout				\$21,001	\$0	\$0	\$0	\$0
	Stay Cable Deck Connection Details (4 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	Superstructure Layout				\$5,727	\$0	\$0	\$0	\$0
	Deck Truss Framing Plan & Elevation (2 Sheets)				\$5,727	\$0	\$0	\$0	\$0
	Deck Truss Sections (2 Sheets)				\$11,455	\$0	\$0	\$0	\$0
	Deck Truss Details (4 Sheets)				\$10,527	\$0	\$0	\$0	\$0
	Intermediate Pier Connection Details (3 Sheets)				\$5,727	\$0	\$0	\$0	\$0
	Deck Slab Layout (2 Sheets)				\$0	\$0	\$0	\$0	\$0
	Deck Slab Sections (2 Sheets)				\$0	\$0	\$0	\$0	\$0
	Deck Slab Details (2 Sheets)				\$0	\$0	\$0	\$0	\$0
	North Approach Plan & Elevation				\$3,023	\$0	\$0	\$0	\$0
	North Approach Foundation Plan & Elevation				\$3,023	\$0	\$0	\$0	\$0
	North Approach Superstructure Sections				\$6,046	\$0	\$0	\$0	\$0
	North Approach Superstructure Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	North Approach Deck Sections				\$6,046	\$0	\$0	\$0	\$0
	North Approach Deck Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	South Approach Plan & Elevation				\$3,023	\$0	\$0	\$0	\$0
	South Approach Foundation Plan & Elevation				\$6,046	\$0	\$0	\$0	\$0
	South Approach Superstructure Sections				\$3,023	\$0	\$0	\$0	\$0
	South Approach Superstructure Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	South Approach Deck Sections				\$6,046	\$0	\$0	\$0	\$0
	South Approach Deck Details (2 Sheets)				\$3,023	\$0	\$0	\$0	\$0
	Main Span Handrail Layout & Details				\$6,046	\$0	\$0	\$0	\$0
	North Approach Handrail Layout & Details				\$3,023	\$0	\$0	\$0	\$0
	South Approach Handrail Layout & Details				\$3,023	\$0	\$0	\$0	\$0
	Miscellaneous Structures (2 Sheets)				\$6,046	\$0	\$0	\$0	\$0
	30% PSE				\$504	\$0	\$0	\$0	\$0
	Draft Basis of Design				\$1,745	\$0	\$0	\$0	\$0
	30% Level Plans				\$3,235	\$0	\$0	\$0	\$0
	Preliminary Estimated Quantities & Associated Costs								
60% PSE									
	Final Basis of Design				\$742	\$0	\$0	\$0	\$0
	60% Level Plans				\$2,620	\$0	\$0	\$0	\$0
	Specification Outline				\$2,015	\$0	\$0	\$0	\$0
	Updated Estimated Quantities & Associated Costs				\$5,356	\$0	\$0	\$0	\$0
	Responses to City 50% PSE Comments				\$1,114	\$0	\$0	\$0	\$0
60% PSE									
	60% Level Plans				\$2,620	\$0	\$0	\$0	\$0
	Draft Specifications				\$0,599	\$0	\$0	\$0	\$0
	Updated Estimated Quantities & Associated Costs				\$4,402	\$0	\$0	\$0	\$0
	Responses to City 60% PSE Comments				\$1,114	\$0	\$0	\$0	\$0
	Final PSE Submittal								
	Final Plans				\$2,620	\$0	\$0	\$0	\$0
	Final Specifications				\$10,129	\$0	\$0	\$0	\$0
	Finalized Estimated Quantities & Associated Costs				\$5,987	\$0	\$0	\$0	\$0
	Responses to City 90% PSE Comments				\$2,248	\$0	\$0	\$0	\$0
	Labor Subtotal				\$402,729	\$0	\$0	\$0	\$0
	Reimbursables				\$0	\$0	\$0	\$0	\$0
9.0	MECHANICAL & ELECTRICAL ENGINEERING								
9.10	Project Management				\$0	\$0	\$0	\$0	\$0
9.20	Field Verification				\$0	\$0	\$0	\$0	\$0
9.30	Design				\$0	\$0	\$0	\$0	\$0
9.40	Approval				\$0	\$0	\$0	\$0	\$0
9.50	Bidding				\$0	\$0	\$0	\$0	\$0
	Labor Subtotal				\$0	\$0	\$0	\$0	\$0
	Reimbursables				\$0	\$0	\$0	\$0	\$0
10.0	Landscape Architecture and Irrigation Design								
10.10	Project Management				\$0	\$0	\$0	\$0	\$0
10.11	Involve, Progress Reports				\$0	\$0	\$0	\$0	\$0
10.12	Team Coordination and Meetings				\$3,425	\$0	\$0	\$0	\$0
10.20	Illumination				\$0	\$0	\$0	\$0	\$0
10.30	Wayfinding and Furnishings				\$0	\$0	\$0	\$0	\$0
10.40	90 % Submittal				\$0	\$0	\$0	\$0	\$0
10.41	30% Design Plan Preparation and Submittal				\$0	\$0	\$0	\$0	\$0
10.42	30% Project Specifications and Bid Schedule				\$0	\$0	\$0	\$0	\$0
10.50	60% Submittal				\$0	\$0	\$0	\$0	\$0
10.51	60% Design Plan Preparation and Submittal				\$0	\$0	\$0	\$0	\$0
10.52	60% Project Specifications and Bid Schedule				\$0	\$0	\$0	\$0	\$0
10.60	100% Submittal				\$0	\$0	\$0	\$0	\$0
10.61	100% Design Plan Preparation and Submittal				\$0	\$0	\$0	\$0	\$0
10.62	100% Project Specifications and Bid Schedule				\$0	\$0	\$0	\$0	\$0
	Labor Subtotal				\$0	\$0	\$0	\$0	\$0
	Reimbursables				\$0	\$0	\$0	\$0	\$0
11.0	BNSF PERMIT SUPPORT								
11.10	Meetings w/ BNSF				\$4,455	\$0	\$0	\$0	\$0
11.20	Identify and Coordinate Right of Entry				\$1,697	\$0	\$0	\$0	\$0
11.30	Construction and Maintenance Agreement				\$14,425	\$0	\$0	\$0	\$0
11.40	Coordinate w/ City, WUTC and BNSF				\$955	\$0	\$0	\$0	\$0
11.50	BNSF Review & Approval of 90% and 100% Design Documents				\$9,209	\$0	\$0	\$0	\$0
	Labor Subtotal				\$29,740	\$0	\$0	\$0	\$0
	Reimbursables				\$1,500	\$0	\$0	\$0	\$0
12.0	CONSTRUCTION SUPPORT SERVICES								
12.10					\$0	\$0	\$0	\$0	\$0
12.20					\$0	\$0	\$0	\$0	\$0
	Labor Subtotal				\$0	\$0	\$0	\$0	\$0
	Reimbursables				\$0	\$0	\$0	\$0	\$0
	Labor Sum				\$815,070	\$45,319	\$222,223	\$58,332	\$11,913
					\$10,000	\$19,460	\$18,000	\$0	\$1,300
					\$825,070	\$64,779	\$240,223	\$58,332	\$13,213
									\$49,155
									\$20,643
									\$4,903
									\$26,546

**EXHIBIT E-1**  
**KPFF Consulting Engineers**  
**CONSULTANT FEE DETERMINATION**  
**SUMMARY OF COST**

**Spokane University District Ped/Bike Bridge PS&E**

Classification	Total Hours	X	Rate	=	Cost
Principal in Charge	693.00	X	\$60.00	=	\$41,580.00
Technical Specialist	216.00	X	\$60.00	=	\$12,960.00
Project Manager	1430.00	X	\$45.00	=	\$64,350.00
Senior Engineer	2890.00	X	\$35.00	=	\$101,150.00
Design Engineer	0.00	X	\$30.00	=	\$0.00
CADD Technician	2238.00	X	\$36.00	=	\$80,568.00
Project Coordinator	260.00	X	\$25.00	=	\$6,500.00
Administration	14.00	X	\$20.00	=	\$280.00
DSC Subtotal					\$307,388.00
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	145.16%		\$307,388.00		\$446,204.42
<b>Fixed Fee (FF)</b>					
FF Rate	20.00%		\$307,388.00		\$61,477.60
<b>Reimbursables</b>					
Mileage	(## Miles x \$/mile)				\$10,000.00
Reprographics	(allowance)				
Subcontract	(Sub Name & Task)				
(Blank)	(Blank)				
<b>Subtotal</b>					\$10,000.00
<b>Subconsultant Costs (See Exhibit G)</b>					\$452,449.08
<b>GRAND TOTAL:</b>					<b>\$1,277,519.10</b>





ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013																					
Spokane University District Ped/Bike Bridge PS&E																					
Item	SCOPE OF WORK																				
8.0 STRUCTURAL ENGINEERING																					
8.10	Basis of Design																				
8.20	Bridge Design																				
	Abutment Foundations																				
	Abutments																				
	Sheet Foundations																				
	Intermediate Pier																				
	Cable Design, Layout & Connections																				
	Superstructure																				
	Deck Slab																				
	Throw Barrier & Railings																				
8.30	North Approach Ramp Design																				
8.40	South Approach Ramp Design																				
8.50	Miscellaneous Structures																				
	Wayfinding Sign Support and Foundations																				
	Utility Structures																				
	Miscellaneous retaining walls																				
	Lighting Supports and Foundations																				
8.60	PSE Submittals (277 Plan Sheets)																				
	General Notes & Abbreviations																				
	General Plans & Elevation																				
	Horizontal Control Plan																				
	Construction Sequence (4 Sheets)																				
	Foundation Layout																				
	Sheet Details (2 Sheets)																				
	North Abutment Plan & Elevation																				
	North Abutment Details (2 Sheets)																				
	South Abutment Plan & Elevation																				
	South Abutment Details (2 Sheets)																				
	Intermediate Pier Plan & Elevation																				
	Intermediate Pier Segment 1 (2 Sheets)																				
	Intermediate Pier Segment 2 (2 Sheets)																				
	Intermediate Pier Segment 3 (2 Sheets)																				
	Intermediate Pier Segment 4 (2 Sheets)																				
	Intermediate Pier Anchor Block (2 Sheets)																				
	Stay Cable Layout (2 Sheets)																				
	Stay Cable Details (2 Sheets)																				
	Stay Cable Deck Connection Details (4 Sheets)																				
	Superstructure Layout																				
	Deck Truss Framing Plan & Elevation (2 Sheets)																				
	Deck Truss Sections (2 Sheets)																				
	Deck Truss Details (4 Sheets)																				
	Intermediate Pier Connection Details (3 Sheets)																				
	Deck Slab Layout (2 Sheets)																				
	Deck Slab Sections (2 Sheets)																				
	Deck Slab Details (3 Sheets)																				
	North Approach Plan & Elevation																				
	North Approach Foundation Plan & Elevation																				
	North Approach Superstructure Sections																				
	North Approach Superstructure Details (2 Sheets)																				
	North Approach Deck Sections																				
	North Approach Deck Details (2 Sheets)																				
	South Approach Plan & Elevation																				
	South Approach Foundation Plan & Elevation																				
	South Approach Superstructure Sections																				
	South Approach Superstructure Details (2 Sheets)																				
	South Approach Deck Sections																				
	South Approach Deck Details (2 Sheets)																				
	Main Span Handed Layout & Details (2 Sheets)																				
	North Approach Handed Layout & Details																				
	South Approach Handed Layout & Details																				
	Miscellaneous Structures (2 Sheets)																				
	30% PSE																				
	Draft Basis of Design																				
	30% Level Plans																				
	Preliminary Estimated Quantities & Associated Costs																				
	60% PSE																				
	Final Basis of Design																				
	60% Level Plans																				
	Specification Outline																				
	Updated Estimated Quantities & Associated Costs																				
	Responses to City 30% PSE Comments																				
	60% PSE																				
	90% Level Plans																				
	Draft Specifications																				
	Updated Estimated Quantities & Associated Costs																				
	Responses to City 60% PSE Comments																				
	Final PSE Submittal																				
	Final Plans																				
	Final Specifications																				
	Finalized Estimated Quantities & Associated Costs																				
	Responses to City 90% PSE Comments																				
	Labor Subtotal																				
	Reimbursable																				
9.0 MECHANICAL & ELECTRICAL ENGINEERING																					
9.10	Project Management																				
9.20	Field Verification																				
9.30	Design																				
9.40	Approval																				
9.50	Bidding																				
	Labor Subtotal																				
	Reimbursable																				
10.0 Landscape Architecture and Irrigation Design																					
10.10	Project Management																				
10.11	Invoice, Program Reports																				
10.12	Team Coordination and Meetings																				
10.20	Illumination																				
10.30	Wayfinding and Furnishings																				
10.40	90 % Submittal																				
10.41	30% Design Plan Preparation and Submittal																				
10.42	30% Project Specifications and Bid Schedule																				
10.50	60% Submittal																				
10.51	60% Design Plan Preparation and Submittal																				
10.52	60% Project Specifications and Bid Schedule																				
10.60	100% Submittal																				
10.61	100% Design Plan Preparation and Submittal																				
10.62	100% Project Specifications and Bid Schedule																				
	Labor Subtotal																				
	Reimbursable																				
11.0 BNSF PERMIT SUPPORT																					
11.10	Meetings w/ BNSF																				
11.20	Identify and Coordinate Right of Entry																				
11.30	Construction and Maintenance Agreement																				
11.40	Coordinate w/ City, WUTC and BNSF																				
11.50	BNSF Review & Approval of 30% and 100% Design Documents																				
	Labor Subtotal																				
	Reimbursable																				
12.0 CONSTRUCTION SUPPORT SERVICES																					
12.10																					
12.20																					
	Labor Subtotal																				
	Reimbursable																				
	Labor Sum																				
	693	216	1430	2890	0	2238	260	14	Reimbursables Sum									SUBTOTAL:		KPFF	
	\$10,000																	\$815,070		\$255,070	

## EXHIBIT F

### Breakdown of Overhead Cost



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary 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)

February 21, 2012

Molly Wilcox, VP Finance  
KPFF Inc.  
1601 Fifth Avenue, Suite 1600  
Seattle, WA 98101-3665

RE: KPFF Inc. Overhead Schedules  
Fiscal Year End April 30, 2010



Dear Ms. Wilcox:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by KPFF.

The schedule was audited by the CPA firm Clark Nuber for compliance with Part 31 of the Federal Acquisition Regulations. Clark Nuber accepted an overhead rate for the year ended April 30, 2010, at 145.16% of direct labor.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of KPFF's accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing KPFF's Company Wide overhead rate for the fiscal year ending April 30, 2010, at 145.16% of direct labor. Within the company wide rate of 145.16% is the Field rate of 110.67% and the Home rate of 145.49% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

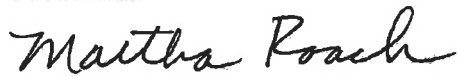
Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.



Ms. Wilcox  
February 21, 2012  
Page 2

If you, or any representatives of KPFF, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,



Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosure

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
Phil Segami, MS NB82-121  
File

**KPFF, INC. AND SUBSIDIARY**

**Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead  
For the Fiscal Year Ended April 30, 2010**

Classification	Financial Statements for the Year Ended April 30, 2010	Adjustments	Ref	Total Proposed	Allocations (A & B)	
					Home Office Costs	Field Office Costs
1 Direct Labor Base	\$ 34,925,361	\$ 57,032	C.	\$ 34,982,393	\$ 34,656,410	\$ 325,983
<b>Fringe Benefits</b>						
2 Payroll taxes	4,818,743	(64,882)	D.	4,753,861	4,709,562	44,299
3 Group insurance	4,374,297			4,374,297	4,333,535	40,762
4 Vacation, holiday and sick pay	5,712,882			5,712,882	5,659,647	53,235
<b>Total Fringe Benefits</b>	<b>14,905,922</b>	<b>(64,882)</b>		<b>14,841,040</b>	<b>14,702,744</b>	<b>138,296</b>
<b>General Overhead</b>						
5 Indirect labor	12,529,532	(557,841)	C., E.	11,971,691	11,860,133	111,558
6 Bonuses and severance pay	11,550,232	(3,000,000)	F.	8,550,232	8,470,557	79,675
7 Ops - nonchargeable	624,327	(373,359)	E.	250,968	248,629	2,339
8 Blueprinting and duplicating	256,466	(119,601)	G.	136,865	136,538	327
9 Rent	8,153,951	(208,251)	H.	7,945,700	7,945,700	
10 Repairs and maintenance	196,694			196,694	196,694	
11 City and state business tax	868,238	(44,700)	I.	823,538	815,864	7,674
12 Depreciation	1,239,287			1,239,287	1,239,287	
13 Other taxes and licenses	179,188	3,563	I.	182,751	182,314	437
14 Insurance, other than life	785,993	(31,716)	I.	754,277	747,248	7,029
15 Clerical supplies	448,518	(83,358)	J., K.	365,160	364,286	874
16 Drafting supplies and postage	359,342	(68,936)	J.	290,406	289,711	695
17 Telephone	505,689	(2,009)	J.	503,680	502,475	1,205
18 Professional dues, fees books and conferences	589,574	(195,816)	J., L.	393,758	390,089	3,669
19 Car	772,257	(214,805)	J., M.	557,452	556,118	1,334
20 Travel - Promotional	664,204	(664,204)	J., N.			
21 Travel - Other	139,195			139,195	138,862	333
22 Legal	1,097,438	(993,723)	O.	103,715	103,467	248
23 Accounting	211,966	(126,060)	P.	85,906	85,105	801
24 Employee morale and meals	582,783	(517,945)	Q.	64,838	64,234	604
25 Moving	39,091	(27,400)	J.	11,691	11,663	28
26 School	50,388			50,388	49,918	470
27 Personnel procurement	57,990	(26,622)	Q.	31,368	31,293	75
28 Miscellaneous job fixes	116,577	(116,577)	G.			
29 Contributions	180,723	(180,723)	R.			
30 Computer	1,128,368	(1,200)	G.	1,127,168	1,124,471	2,697
31 Promotional and other entertainment	160,593	(160,593)	Q.			
<b>Total General Overhead</b>	<b>43,488,604</b>	<b>(7,711,876)</b>		<b>35,776,728</b>	<b>35,554,656</b>	<b>222,072</b>
<b>Total Fringe Benefits and General Overhead</b>	<b>58,394,526</b>	<b>(7,776,758)</b>		<b>50,617,768</b>	<b>50,257,400</b>	<b>360,368</b>
32 Facilities Cost of Money (FCCM)		163,585	S.	163,585	163,194	391
<b>Total Overhead with FCCM</b>	<b>\$ 58,394,526</b>	<b>\$ (7,613,173)</b>		<b>\$ 50,781,353</b>	<b>\$ 50,420,594</b>	<b>\$ 360,759</b>
<b>Overhead Rate</b>	<b>167.20%</b>	<b>-22.04%</b>		<b>145.16%</b>	<b>145.49%</b>	<b>110.67%</b>

See accompanying notes.

**KPFF, INC. AND SUBSIDIARY**

**Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead (Continued)**  
**For the Fiscal Year Ended April 30, 2010**

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**References**

- A. Allocation A = Direct Field Labor / Total Direct Labor =  $\$325,983 / \$34,982,393 = 0.9318\%$ .
  - B. Allocation B = (Indirect Labor x Allocation A) / (Home Office Direct Labor + Indirect Labor) =  $(\$11,971,691 \times 0.9318\%) / (\$34,656,410 + \$11,971,691) = 0.2393\%$ .
  - C. Adjustment for uncompensated overtime for principals per 48 CFR 31.202. Total uncompensated overtime was \$130,247, with \$57,032 allocated to direct labor based on utilization percentages for individuals incurring overtime hours. AASHTO Audit and Accounting Guide, Chapter 5.
  - D. Fringe benefits directly associated with indirect labor deemed unallowable per 48 CFR 31.201-6(e)(2).
  - E. Unallowable marketing activities per 48 CFR 31.205-1, 14, 38 and 41; unallowable executive compensation per 48 CFR 31.205-6(a)(1)(A)(B).
  - F. Unallowable bonuses per 48 CFR 31.205-6(f).
  - G. Unallowable directly associated project costs per 48 CFR 31.201-6.
  - H. Allocable rent credit per 48 CFR 31.201-1.
  - I. Expenses not allocable to current accounting period per 48 CFR 31.201-2 (c).
  - J. Unallowable expenses due to lack of sufficient supporting documentation per 48 CFR 31.201-4.
  - K. Unallowable marketing activities per 48 CFR 31.205-1.
  - L. Unallowable sponsorships and trade show costs per 48 CFR 31.205-1(f).
  - M. Unallowable personal use of company vehicles per 48 CFR 31.205-6(m)(2); unallowable mileage per 48 CFR 31.201-4.
  - N. Unallowable expenses due to promotional nature of cost per 48 CFR 31.201-3, and additional unallowable costs due to insufficient supporting documentation per 48 CFR 31.201-2(d).
  - O. Legal settlements unallowable per 48 CFR 31.205-47; Direct project costs unallowable per 48 CFR 31.202(a); legal costs incurred with lawsuit defense related to contract performance issues per 48 CFR 31.205-47(f)(5)(A).
  - P. Disallowed costs for accounting services pertaining to federal income taxes and for audit of Company-sponsored retirement benefit plan.
  - Q. Unallowable local meals and entertainment per 48 CFR 31.205-14; unallowable alcohol per 48 CFR 31.205-51.
  - R. Unallowable donations per 48 CFR 31.205-8; allowed cost of participation in community service under 31.205-1(e)(3).
  - S. Cost of money adjustment per 48 CFR 31.205-10(a).
- See accompanying notes.*

## Exhibit G

### Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Geotechnical Engineering - GeoEngineers, Inc.

Environmental Services - GeoEngineers, Inc.

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Architecture/Bridge Aesthetics - LMN Architects

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Mechanical & Electrical Engineering - MW Consulting

Public Involvement - Northwest Dynamics

Landscape Architecture and Irrigation Design - SPVV Landscape Architects

Topographic and Boundary Survey - Taylor Engineering

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**EXHIBIT G-1**  
**GeoEngineers**  
**CONSULTANT FEE DETERMINATION**  
**SUMMARY OF COST**  
**Spokane University District Ped/Bike Bridge PS&E**

<b>Classification</b>	<b>Total Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Senior Principal	21.00	X	\$78.23	=	\$1,642.83
Principal	16.00	X	\$68.87	=	\$1,101.92
Associate	2.00	X	\$51.50	=	\$103.00
Cilt. Resources Spec.	44.00	X	\$38.34	=	\$1,686.96
Senior Enviro. Engr.	44.00	X	\$41.80	=	\$1,839.20
Senior Engr.	46.00	X	\$38.63	=	\$1,776.98
Enviro Engineer	84.00	X	\$29.15	=	\$2,448.60
Engineer 3	22.00	X	\$30.90	=	\$679.80
Senior Tech.	4.00	X	\$21.55	=	\$86.20
Staff Analyst/Developer	14.00	X	\$30.65	=	\$429.10
CADD Tech.	0.00	X	\$29.47	=	\$0.00
Admin 3	34.00	X	\$24.76	=	\$841.84
Admin 2	24.00	X	\$22.98	=	\$551.52
<b>DSC Subtotal</b>					<b>\$13,187.95</b>
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	223.64%		\$13,187.95		\$29,493.53
<b>Fixed Fee (FF)</b>					
FF Rate	20.00%		\$13,187.95		\$2,637.59
<b>Reimbursables</b>					
Geo Lab Testing	(Lump Sum)				\$560.00
Geo Field Supplies (daily)	(1 day at \$50/day)				\$50.00
Geo Field Vehicle (daily)	(2 days at \$75/day)				\$150.00
Enviro. Field Equipment	(Geoprobe - Lump Sum)				\$2,000.00
Backhoe	(Lump Sum)				\$1,134.00
Enviro Lab Testing	(6 tests at \$676.20 each)				\$4,057.20
Historical Research Assoc., Inc.	(Subconsultant)				\$11,509.05
<b>Subtotal</b>					<b>\$19,460.25</b>
<b>Subconsultant Total:</b>					<b>\$64,779.32</b>





ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013																						
Spokane University District Ped/Bike Bridge PS&E																						
SCOPE OF WORK																						
Item	GeoEngineers																					GeoEng
	Senior Principal	Principal	Associate	Cltt. Resources Spec	Senior Enviro Engr.	Senior Engr	Enviro Engineer	Engineer 3	Senior Tech	Staff Analyst/Developer	CADD Tech	Admin 3	Admin 2	MULTIPLIER:								
8.0	\$78.23	\$68.87	\$51.50	\$38.34	\$41.80	\$38.63	\$29.15	\$30.90	\$21.55	\$30.65	\$29.47	\$24.76	\$22.98	3.4364								
8.10														\$0								
8.20														\$0								
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**EXHIBIT G-1**  
**LMN Architects**  
**CONSULTANT FEE DETERMINATION**  
**SUMMARY OF COST**  
**Spokane University District Ped/Bike Bridge PS&E**

Classification	Total Hours	X	Rate	=	Cost
Partner	68.00	X	\$79.33	=	\$5,394.44
Urban Designer	0.00	X	\$42.31	=	\$0.00
Project Manager	328.00	X	\$30.53	=	\$10,013.84
Project Architect	732.00	X	\$34.86	=	\$25,517.52
Project Designer	302.00	X	\$48.08	=	\$14,520.16
Intern	406.00	X	\$20.50	=	\$8,323.00
Specs	120.00	X	\$39.42	=	\$4,730.40
QA/QC	80.00	X	\$38.46	=	\$3,076.80
DSC Subtotal					\$71,576.16
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	190.47%		\$71,576.16		\$136,331.11
<b>Fixed Fee (FF)</b>					
FF Rate	20.00%		\$71,576.16		\$14,315.23
<b>Reimbursables</b>					
Airfare - Team Meetings	(7 mtgs x 2 attendees x \$400/rd trip flight)				\$5,600.00
Airfare - Stakeholder Meetings	(2 mtgs x 2 attendees x \$400/rd trip flight)				\$1,600.00
Airfare - Public Workshops	(2 mtgs x 2 attendees x \$400/rd trip flight)				\$1,600.00
Hotel - Stakeholder Meetings	(2 mtgs x 2 attendees x 1 night x \$150/nig				\$600.00
Hotel - Public Workshops	(2 mtgs x 2 attendees x 1 night x \$150/nig				\$600.00
Reprographics	(Lump Sum)				\$8,000.00
<b>Subtotal</b>					\$18,000.00
<b>Subconsultant Total:</b>					<b>\$240,222.50</b>



ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013														
Spokane University District Ped/Bike Bridge PS&E														
		SCOPE OF WORK				LMN Architects					LMN			
Item						Partner	Urban Designer	Project Manager	Project Architect	Project Designer	Intern	Specs	QA/QC	MULTIPLIER:
1.0	PROJECT MANAGEMENT													
1.10	Project Schedule													3.1047
1.20	Design Team Supplemental Agreements													
1.30	Program Reports													
1.40	Invoices													\$1,630
1.50	Team Meetings (Assume 12 Meetings)													\$0
														\$1,137
														\$1,137
														\$6,087
														\$9,992
														\$18,000
2.0	TOPOGRAPHIC & BOUNDARY SURVEY													
2.10	Final Trail Alignment													\$0
2.11	Additional Topographic Survey													\$0
2.20	Right of Way and Easement Acquisition													\$0
2.21	Title Report Review													\$0
2.22	Acquisition Staking													\$0
2.23	Right of Way & Easement Descriptions													\$0
2.24	Quality Control Review of Right of Way Plans													\$0
2.25	Final Right of Way Monumentation													\$0
														\$0
														\$0
3.0	SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS & RECOMMENDATIONS													
3.10	Final Geotechnical Investigation and Consultation													\$0
3.11	Test Pit Excavations & Utility Locate													\$0
3.12	Laboratory Testing													\$0
3.13	On-Site Stormwater Disposal Feasibility													\$0
3.14	Consultation and Coordination													\$0
3.15	Geotechnical Report													\$0
														\$0
														\$0
4.0	Bridge Aesthetics Collaboration													
4.10	Design Development & Coordination (90% PSE)													\$36,534
4.20	Design Development & Coordination (60%-100% PSE)													\$0
4.21	Design Development & Coordination (80% PSE)													\$77,493
4.22	Design Development & Coordination (100% Final PSE)													\$80,801
4.30	Public Outreach													\$17,302
														\$212,230
														\$0
5.0	ENVIRONMENTAL SERVICES													
5.10	Follow-up Visual Reconnaissance - Shreiner Property													\$0
5.20	Phase II ESA													\$0
5.30	Clearing Action Plan													\$0
5.40	Archaeological Monitoring													\$0
5.50	Permitting Services													\$0
5.60	Consultation and Internal Team Meetings													\$0
														\$0
														\$0
6.0	PUBLIC INVOLVEMENT													
6.10	Project Kick-off Meeting (incl. Material Prep and Review)													\$0
6.20	Transit Connectivity (Assume 2 Meetings)													\$0
6.30	South Approach & Connectivity Coordination (Assume 4 Meetings)													\$0
6.40	WSU Property Acquisition and Campus Connectivity (Assume 3 Meetings)													\$0
6.50	Private Property Acquisitions at South Landing (Assume 1 day of meetings)													\$0
6.60	Project Vernacular (Assume 2 meetings)													\$0
6.70	Utility Coordination (Assume 1 meeting)													\$0
6.80	Public Open House #1 (2 planning meetings plus open house)													\$0
6.90	Public Open House #2 (2 planning meetings plus open house)													\$0
														\$0
7.0	CIVIL ENGINEERING													
7.10	Project Administration (12 months)													\$0
7.11	General Administration													\$0
	Scope and Fee Preparation													\$0
	Invoice Progress Reports (12 @ 5 hr/invoice)													\$0
	Provide Input to Project Schedule													\$0
7.12	Coordination													\$0
	Coordination with subconsultants (Design)													\$0
	Coordination with City (Design)													\$0
	Coordination with BNSF (Design/Entitlements)													\$0
	Coordination with Franchise Utilities													\$0
	Coordination with WSU													\$0
	Coordination with Spokane Transit Authority													\$0
7.13	Permitting													\$0
	SEPA Input to GeoEngineers													\$0
	Assistance in obtaining permits													\$0
7.14	Meetings													\$0
	Monthly Coordination Meetings with City (8 times)													\$0
	Monthly Team Coordination Meetings (4times)													\$0
	Transit Public Open House													\$0
	Open House No. 2													\$0
	Meetings with Spokane Transit Authority													\$0
	Meetings with City Streets Stakeholders													\$0
	Meetings with WSU													\$0
	Meetings with Utility Surveyors													\$0
7.20	30 % Construction Documents													\$0
	Review Survey & Geotech Report													\$0
	Review TSS1													\$0
	Draft Basis of Design Narrative													\$0
	Civil Drawings													\$0
	Preliminary Drainage Report													\$0
	Cost Estimate													\$0
	Budget Reconciliation													\$0
	QA/QC													\$0
7.30	60 % Construction Documents													\$0
	Respond to 30% review comments													\$0
	Final Basis of Design Narrative													\$0
	Technical Specifications													\$0
	Civil Drawings													\$0
	Final Draft Drainage Report													\$0
	Cost Estimate													\$0
	Budget Reconciliation													\$0
	QA/QC													\$0
7.40	90 % Construction Documents													\$0
	Respond to 60% review comments													\$0
	Technical Specifications													\$0
	Civil Drawings													\$0
	Final Drainage Report													\$0
	Cost Estimate													\$0
	Budget Reconciliation													\$0
	QA/QC													\$0
7.50	Final Construction Document Phase													\$0
	Respond to 90% review comments													\$0
	Division 2 Specifications													\$0
	Civil Drawings													\$0
	QA/QC													\$0
	Labor Subtotal													\$0
	Reimbursable													\$0



**EXHIBIT G-1**  
**MW Consulting**  
**CONSULTANT FEE DETERMINATION**  
**SUMMARY OF COST**  
**Spokane University District Ped/Bike Bridge PS&E**

Classification	Total Hours	X	Rate	=	Cost
Principal	120.00	X	\$57.00	=	\$6,840.00
Senior Engineer	240.00	X	\$46.60	=	\$11,184.00
Senior Lighting Engineer	120.00	X	\$36.25	=	\$4,350.00
CADD Drafter	120.00	X	\$26.75	=	\$3,210.00
DSC Subtotal					\$25,584.00
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	108.00%		\$25,584.00		\$27,630.72
<b>Fixed Fee (FF)</b>					
FF Rate	20.00%		\$25,584.00		\$5,116.80
<b>Reimbursables</b>					
Mileage	(## Miles x \$/mile)				
Reprographics	(allowance)				
Subcontract	(Sub Name & Task)				
(Blank)	(Blank)				
<b>Subtotal</b>					\$0.00
<b>Subconsultant Total:</b>					<b>\$58,331.52</b>



ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013									
Spokane University District Ped/Bike Bridge PS&E									
Item	SCOPE OF WORK					MW Consulting			MW
1.0 PROJECT MANAGEMENT									
1.10	Project Schedule								
1.20	Design Team Supplemental Agreements								
1.30	Progress Reports								
1.40	Invoices								
1.50	Team Meetings (Assume 12 Meetings)								
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
2.0 TOPOGRAPHIC & BOUNDARY SURVEY									
2.10	Final Trail Alignment								\$0
2.11	Additional Topographic Survey								
2.20	Right of Way and Easement Acquisition								\$0
2.21	Title Report Review								\$0
2.22	Acquisition Staking								\$0
2.23	Right of Way & Easement Descriptions								\$0
2.24	Quality Control Review of Right of Way Plans								\$0
2.25	Final Right of Way Monumentation								\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
3.0 SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS & RECOMMEN									
3.10	Final Geotechnical Investigation and Consultation								\$0
3.11	Trail Pit Exposures & Utility Locals								\$0
3.12	Laboratory Testing								\$0
3.13	On-Site Stormwater Disposal Feasibility								\$0
3.14	Consultation and Coordination								\$0
3.15	Geotechnical Report								\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
4.0 Bridge Aesthetics Collaboration									
4.10	Design Development & Coordination (30% PSE)								\$0
4.20	Design Development & Coordination (60%-100% PSE)								\$0
4.21	Design Development & Coordination (60% PSE)								\$0
4.22	Design Development & Coordination (100% Final PSE)								\$0
4.30	Public Outreach	0	0	0	0	0	0	0	\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
5.0 ENVIRONMENTAL SERVICES									
5.10	Follow-up Visual Reconnaissance - Shriver Property								\$0
5.20	Phase II ESA								\$0
5.30	Cleanup Action Plan								\$0
5.40	Archaeological Monitoring								\$0
5.50	Permitting Services								\$0
5.60	Consultation and Internal Team Meetings								\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
6.0 PUBLIC INVOLVEMENT									
6.10	Project Kick-off Meeting (Incl. Material Prep and Review)								\$0
6.20	Transit Connectivity (Assume 2 Meetings)								\$0
6.30	South Approach & Connectivity Coordination (Assume 4 Meetings)								\$0
6.40	WSU Property Acquisition and Campus Connectivity (Assume 3 Meetings)								\$0
6.50	Private Property Acquisitions at South Landing (Assume 1 day of meetings)								\$0
6.60	Project Vernacular (Assume 2 meetings)								\$0
6.70	Utility Coordination (Assume 1 meeting)								\$0
6.80	Public Open House #1 (2 planning meetings plus open house)								\$0
6.90	Public Open House #2 (2 planning meetings plus open house)								\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0
7.0 CIVIL ENGINEERING									
7.10	Project Administration (12 months)								\$0
7.11	General Administration								\$0
	Scope and Fee Preparation								\$0
	Invoice Progress Reports (12 @ .3 hr/invoice)								\$0
	Provide Input to Project Schedule								\$0
7.12	Coordination								\$0
	Coordination with subconsultants (Design)								\$0
	Coordination with City (Design)								\$0
	Coordination with BNGF (Design/Entitlements)								\$0
	Coordination with Franchise Utilities								\$0
	Coordination with WSU								\$0
	Coordination with Spokane Transit Authority								\$0
7.13	Permitting								\$0
	SEPA Input to GeoEngineers								\$0
	Assistance in obtaining permits								\$0
7.14	Meetings								\$0
	Monthly Coordination Meetings with City (8 hr/mtg)								\$0
	Monthly Team Coordination Meetings (4hr/mtg)								\$0
	Transit Public Open House								\$0
	Open House No. 2								\$0
	Meetings with Spokane Transit Authority								\$0
	Meetings with City Streets Stakeholders								\$0
	Meetings with WSU								\$0
	Meetings with Utility Surveyors								\$0
7.20	30 % Construction Documents								\$0
	Review Survey & Geotech Report								\$0
	Review TS&L								\$0
	Draft Basis of Design Narrative								\$0
	Civil Drawings								\$0
	Preliminary Drainage Report								\$0
	Cost Estimate								\$0
	Budget Reconciliation								\$0
	QA/QC								\$0
7.30	60 % Construction Documents								\$0
	Respond to 30% review comments								\$0
	Final Basis of Design Narrative								\$0
	Technical Specifications								\$0
	Civil Drawings								\$0
	Final Draft Drainage Report								\$0
	Cost Estimate								\$0
	Budget Reconciliation								\$0
	QA/QC								\$0
7.40	90 % Construction Documents								\$0
	Respond to 60% review comments								\$0
	Technical Specifications								\$0
	Civil Drawings								\$0
	Final Drainage Report								\$0
	Cost Estimate								\$0
	Budget Reconciliation								\$0
	QA/QC								\$0
7.50	Final Construction Document Phase								\$0
	Respond to 90% review comments								\$0
	Division 2 Specifications								\$0
	Civil Drawings								\$0
	QA/QC								\$0
	Labor Subtotal	0	0	0	0	0	0	0	\$0
	Reimbursable								\$0



**EXHIBIT G-1**  
**Northwest Dynamics**  
**CONSULTANT FEE DETERMINATION**  
**SUMMARY OF COST**  
**Spokane University District Ped/Bike Bridge PS&E**

Classification	Total Hours	X	Rate	=	Cost
President	127.00	X	\$35.00	=	\$4,445.00
	0.00	X		=	\$0.00
	0.00	X		=	\$0.00
	0.00	X		=	\$0.00
DSC Subtotal					\$4,445.00
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	148.00%		\$4,445.00		\$6,578.60
<b>Fixed Fee (FF)</b>					
FF Rate	20.00%		\$4,445.00		\$889.00
<b>Reimbursables</b>					
Materials, Postage, Mileage	(Blank)				\$1,300.00
<b>Subtotal</b>					\$1,300.00
<b>Subconsultant Total:</b>					<b>\$13,212.60</b>

Date: 5/1/2013

ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013		Northwest Dynamics				NW Dynamics
Spokane University District Ped/Bike Bridge PS&E						
Item	SCOPE OF WORK	President				MULTIPLIER:
1.0 PROJECT MANAGEMENT						
1.10	Project Schedule	\$35.00	\$0.00	\$0.00	\$0.00	2.6800
1.20	Design Team Supplemental Agreements					\$0
1.30	Progress Reports					\$0
1.40	Indirects					\$0
1.50	Team Meetings (Assume 12 Meetings)	0	0	0	0	\$0
	Labor Subtotal					\$0
	Reimbursable					\$0
2.0 TOPOGRAPHIC & BOUNDARY SURVEY						
2.10	Final Trail Alignment					\$0
2.11	Additional Topographic Survey					\$0
2.20	Right of Way and Easement Acquisition					\$0
2.21	Title Report Review					\$0
2.22	Acquisition Staking					\$0
2.23	Right of Way & Easement Descriptions					\$0
2.24	Quality Control Review of Right of Way Plans					\$0
2.25	Final Right of Way Monumentation					\$0
	Labor Subtotal	0	0	0	0	\$0
	Reimbursable					\$0
3.0 SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS & RECOMMENDATIONS						
3.10	Final Geotechnical Investigation and Consultation					\$0
3.11	Trail Pit Explorations & Utility Locals					\$0
3.12	Laboratory Testing					\$0
3.13	On-Site Stormwater Disposal Feasibility					\$0
3.14	Consultation and Coordination					\$0
3.15	Geotechnical Report					\$0
	Labor Subtotal	0	0	0	0	\$0
	Reimbursable					\$0
4.0 Bridge Aesthetics Collaboration						
4.10	Design Development & Coordination (30% PSE)					\$0
4.20	Design Development & Coordination (60%-100% PSE)					\$0
4.21	Design Development & Coordination (60% PSE)					\$0
4.22	Design Development & Coordination (100% Final PSE)					\$0
4.30	Public Outreach	0	0	0	0	\$0
	Labor Subtotal					\$0
	Reimbursable					\$0
5.0 ENVIRONMENTAL SERVICES						
5.10	Follow-up Visual Reconnaissance - Shireiner Property					\$0
5.20	Phase II ESA					\$0
5.30	Clearing Action Plan					\$0
5.40	Archaeological Monitoring					\$0
5.50	Permitting Services					\$0
5.60	Consultation and Internal Team Meetings					\$0
	Labor Subtotal	0	0	0	0	\$0
	Reimbursable					\$0
6.0 PUBLIC INVOLVEMENT						
6.10	Project Kick-off Meeting (incl. Material Prep and Review)	12				\$1,126
6.20	Transit Connectivity (Assume 2 Meetings)	10				\$938
6.30	South Approach & Connectivity Coordination (Assume 4 Meetings)	20				\$1,876
6.40	WSU Property Acquisition and Campus Connectivity (Assume 3 Meetings)	10				\$938
6.50	Private Property Acquisitions at South Landing (Assume 1 day of meetings)	8				\$750
6.60	Project Vernacular (Assume 2 meetings)	10				\$938
6.70	Utility Coordination (Assume 1 meeting)	5				\$469
6.80	Public Open House #1 (2 planning meetings plus open house)	26				\$2,439
6.90	Public Open House #2 (2 planning meetings plus open house)	26				\$2,439
	Labor Subtotal	127	0	0	0	\$11,913
	Reimbursable					\$1,300
7.0 CIVIL ENGINEERING						
7.10	Project Administration (12 months)					
7.11	General Administration					\$0
	Scope and Fee Preparation					\$0
	Invoice Progress Reports (12 @ .5 hr/invoice)					\$0
	Provide Input to Project Schedule					
7.12	Coordination					
	Coordination with subconsultants (Design)					\$0
	Coordination with City (Design)					\$0
	Coordination with BNSF (Design/Entitlements)					\$0
	Coordination with Franchise Utilities					\$0
	Coordination with WSU					\$0
	Coordination with Spokane Transit Authority					\$0
7.13	Permitting					
	SEPA Input to GeoEngineers					\$0
	Assistance in obtaining permits					\$0
7.14	Meetings					
	Monthly Coordination Meetings with City (8 hr/mo)					\$0
	Monthly Team Coordination Meetings (4hr/mo)					\$0
	Transit Public Open House					\$0
	Open House No. 2					\$0
	Meetings with Spokane Transit Authority					\$0
	Meetings with City Streets Stakeholders					\$0
	Meetings with WSU					\$0
	Meetings with Utility Surveyors					\$0
7.20	30 % Construction Documents					
	Review Survey & Geotech Report					\$0
	Review TS&I					\$0
	Draft Basis of Design Narrative					\$0
	Civil Drawings					\$0
	Preliminary Drainage Report					\$0
	Cost Estimate					\$0
	Budget Reconciliation					\$0
	QA/QC					\$0
7.30	60 % Construction Documents					
	Respond to 30% review comments					\$0
	Final Basis of Design Narrative					\$0
	Technical Specifications					\$0
	Civil Drawings					\$0
	Final Draft Drainage Report					\$0
	Cost Estimate					\$0
	Budget Reconciliation					\$0
	QA/QC					\$0
7.40	80 % Construction Documents					
	Respond to 60% review comments					\$0
	Technical Specifications					\$0
	Civil Drawings					\$0
	Final Drainage Report					\$0
	Cost Estimate					\$0
	Budget Reconciliation					\$0
	QA/QC					\$0
7.50	Final Construction Document Phase					
	Respond to 80% review comments					\$0
	Division 2 Specifications					\$0
	Civil Drawings					\$0
	QA/QC					\$0
	Labor Subtotal	0	0	0	0	\$0
	Reimbursable					\$0







**EXHIBIT G-1**  
**SPVV Landscape Architects**  
**CONSULTANT FEE DETERMINATION**  
**SUMMARY OF COST**  
**Spokane University District Ped/Bike Bridge PS&E**

Classification	Total Hours	X	Rate	=	Cost
Managing Principal	264.00	X	\$39.50	=	\$10,428.00
Landscape Architect 3	152.00	X	\$34.32	=	\$5,216.64
Landscape Architect 2	0.00	X	\$24.04	=	\$0.00
Landscape Architect 1	100.00	X	\$22.84	=	\$2,284.00
Senior Landscape Designer	0.00	X	\$21.00	=	\$0.00
Landscape Designer	0.00	X	\$17.31	=	\$0.00
Clerical	122.00	X	\$17.31	=	\$2,111.82
DSC Subtotal					\$20,040.46
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	125.28%		\$20,040.46		\$25,106.69
<b>Fixed Fee (FF)</b>					
FF Rate	20.00%		\$20,040.46		\$4,008.09
<b>Reimbursables</b>					
Mileage	(100 Miles x \$.565/mile)				\$56.50
Reprographics	(Lump Sum)				\$250.00
Airfare	(Lump Sum)				\$800.00
Shipping	(Lump Sum)				\$95.00
<b>Subtotal</b>					<b>\$1,201.50</b>
<b>Subconsultant Total:</b>					<b>\$50,356.74</b>

ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013									
Spokane University District Ped/Bike Bridge PS&E									
Item	SCOPE OF WORK				SPUV Landscape Architects				
	Managing Principal	Landscape Architect 3	Landscape Architect 2	Landscape Architect 1	Senior Landscape Designer	Clerical			
1.0 PROJECT MANAGEMENT	\$39.50	\$34.32	\$24.04	\$22.84	\$21.00	\$17.31			
1.10 Project Schedule									
1.20 Design Team Supplemental Agreements									
1.30 Progress Reports									
1.40 Invoices									
1.50 Team Meetings (Assume 12 Meetings)									
	Labor Subtotal	0	0	0	0	0			
	Reimbursable								
2.0 TOPOGRAPHIC & BOUNDARY SURVEY									
2.10 Final Trail Alignment									
2.11 Additional Topographic Survey									
2.20 Right of Way and Easement Acquisition									
2.21 Title Report Review									
2.22 Acquisition Staking									
2.23 Right of Way & Easement Delineations									
2.24 Quality Control Review of Right of Way Plans									
2.25 Final Right of Way Monumentation									
	Labor Subtotal	0	0	0	0	0			
	Reimbursable								
3.0 SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS & RECOMMENDATIONS									
3.10 Final Geotechnical Investigation and Consultation									
3.11 Test Pit Explorations & Utility Locals									
3.12 Laboratory Testing									
3.13 On-Site Stormwater Disposal Feasibility									
3.14 Consultation and Coordination									
3.15 Geotechnical Report									
	Labor Subtotal	0	0	0	0	0			
	Reimbursable								
4.0 Bridge Aesthetics Collaboration									
4.10 Design Development & Coordination (30% PSE)									
4.20 Design Development & Coordination (60%-100% PSE)									
4.21 Design Development & Coordination (60% PSE)									
4.22 Design Development & Coordination (100% Final PSE)									
4.30 Public Outreach									
	Labor Subtotal	0	0	0	0	0			
	Reimbursable								
5.0 ENVIRONMENTAL SERVICES									
5.10 Followup Visual Reconnaissance - Strahler Property									
5.20 Phase II ESA									
5.30 Cleanup Action Plan									
5.40 Archaeological Monitoring									
5.50 Permitting Services									
5.60 Consultation and Internal Team Meetings									
	Labor Subtotal	0	0	0	0	0			
	Reimbursable								
6.0 PUBLIC INVOLVEMENT									
6.10 Project Kick-off Meeting (incl. Material Prep and Review)									
6.20 Transit Connectivity (Assume 2 Meetings)									
6.30 South Approach & Connectivity Coordination (Assume 4 Meetings)									
6.40 WSU Property Acquisition and Campus Connectivity (Assume 3 Meetings)									
6.50 Private Property Acquisitions at South Landing (Assume 1 day of meetings)									
6.60 Project Vehicular (Assume 2 meetings)									
6.70 Utility Coordination (Assume 1 meeting)									
6.80 Public Open House #1 (2 planning meetings plus open house)									
6.90 Public Open House #2 (2 planning meetings plus open house)									
	Labor Subtotal	0	0	0	0	0			
	Reimbursable								
7.0 CIVIL ENGINEERING									
7.10 Project Administration (12 months)									
7.11 General Administration									
	Scope and Fee Preparation								
	Invoice Progress Reports (12 @ .5 hr/invoice)								
	Provides Input to Project Schedule								
7.12 Coordination									
	Coordination with subconsultants (Design)								
	Coordination with City (Design)								
	Coordination with BNSF (Design/Entitlements)								
	Coordination with Franchise Utilities								
	Coordination with WSU								
	Coordination with Spokane Transit Authority								
7.13 Permitting									
	SEPA Input to GeoEngineers								
	Assistance in obtaining permits								
7.14 Meetings									
	Monthly Coordination Meetings with City (8 hr/mo)								
	Monthly Team Coordination Meetings (4hr/mo)								
	Transit Public Open House								
	Open House No. 2								
	Meetings with Spokane Transit Authority								
	Meetings with City Streets Stakeholders								
	Meetings with WSU								
	Meetings with Utility Surveyors								
7.20 30 % Construction Documents									
	Review Survey & Geotech Report								
	Review TSAI								
	Draft Basis of Design Narrative								
	Civil Drawings								
	Preliminary Drainage Report								
	Cost Estimate								
	Budget Reconciliation								
	QA/QC								
7.30 60 % Construction Documents									
	Respond to 30% review comments								
	Final Basis of Design Narrative								
	Technical Specifications								
	Civil Drawings								
	Final Draft Drainage Report								
	Cost Estimate								
	Budget Reconciliation								
	QA/QC								
7.50 Final Construction Documents									
	Respond to 60% review comments								
	Technical Specifications								
	Civil Drawings								
	Final Drainage Report								
	Cost Estimate								
	Budget Reconciliation								
	QA/QC								
7.50 Final Construction Document Phases									
	Respond to 90% review comments								
	Division 2 Specifications								
	Civil Drawings								
	QA/QC								
	Labor Subtotal	0	0	0	0	0			
	Reimbursable								
MULTIPLIER:									
2.4528									



**EXHIBIT G-1**  
**Taylor Engineering**  
**CONSULTANT FEE DETERMINATION**  
**SUMMARY OF COST**  
**Spokane University District Ped/Bike Bridge PS&E**

Classification	Total Hours	X	Rate	=	Cost
Survey Manager	60.00	X	\$41.59	=	\$2,495.40
Survey Office Tech	150.00	X	\$20.50	=	\$3,075.00
Survey Party Chief	56.00	X	\$22.00	=	\$1,232.00
Survey Assistant	56.00	X	\$16.50	=	\$924.00
DSC Subtotal					\$7,726.40
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	147.18%		\$7,726.40		\$11,371.72
<b>Fixed Fee (FF)</b>					
FF Rate	20.00%		\$7,726.40		\$1,545.28
<b>Reimbursables</b>					
Title Reports	(15 Reports x \$320 each)				\$4,800.00
Survey Recording Fee	(Lump Sum)				\$103.00
Subcontract	(Sub Name & Task)				
(Blank)	(Blank)				
<b>Subtotal</b>					\$4,903.00
<b>Subconsultant Total:</b>					<b>\$25,546.40</b>



ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013																
Spokane University District Ped/Bike Bridge PS&E																
Item	SCOPE OF WORK															Taylor
1.0 PROJECT MANAGEMENT																
1.10	Project Schedule															
1.20	Design Team Supplemental Agreements															
1.30	Progress Reports															
1.40	Invites															
1.50	Team Meetings (Assume 12 Meetings)															
	Labor Subtotal Reimbursable										0	0	0	0	0	
2.0 TOPOGRAPHIC & BOUNDARY SURVEY																
2.10	Final Trail Alignment															
2.11	Additional Topographic Survey										8	33	32	32		
2.20	Right of Way and Easement Acquisition															
2.21	Title Report Review										8	48		16		
2.22	Acquisition Staking										4	6				
2.23	Right of Way & Easement Descriptions										12	40				
2.24	Quality Control Review of Right of Way Plans										24	8				
2.25	Final Right of Way Monumentation										4	15	8	8		
	Labor Subtotal Reimbursable										60	150	56	56		
3.0 SUPPLEMENTAL GEOTECHNICAL INVESTIGATIONS & RECOMMENDATIONS																
3.10	Final Geotechnical Investigation and Consultation															
3.11	Trail Pit Excavations & Utility Locate															
3.12	Laboratory Testing															
3.13	On-Site Stormwater Disposal Feasibility															
3.14	Consultation and Coordination															
3.16	Geotechnical Report										0	0	0	0	0	
	Labor Subtotal Reimbursable															
4.0 Bridge Aesthetics Collaboration																
4.10	Design Development & Coordination (30% PSE)															
4.20	Design Development & Coordination (60%-100% PSE)															
4.21	Design Development & Coordination (60% PSE)															
4.22	Design Development & Coordination (100% Final PSE)															
4.30	Public Outreach										0	0	0	0	0	
	Labor Subtotal Reimbursable															
5.0 ENVIRONMENTAL SERVICES																
5.10	Follow-up Visual Reconnaissance - Shreiner Property															
5.20	Phase II ESA															
5.30	Cleanup Action Plan															
5.40	Archaeological Monitoring															
5.50	Permitting Services															
5.60	Consultation and Internal Team Meetings										0	0	0	0	0	
	Labor Subtotal Reimbursable															
6.0 PUBLIC INVOLVEMENT																
6.10	Project Kick-off Meeting (incl. Material Prep and Review)															
6.20	Transit Connectivity (Assume 2 Meetings)															
6.30	South Approach & Connectivity Coordination (Assume 4 Meetings)															
6.40	WSU Property Acquisition and Campus Connectivity (Assume 3 Meetings)															
6.50	Private Property Acquisitions at South Landing (Assume 1 day of meetings)															
6.60	Private Property Acquisitions at South Landing (Assume 1 day of meetings)															
6.70	Utility Coordination (Assume 2 meetings)															
6.80	Utility Coordination (Assume 1 meeting)															
6.90	Public Open House #1 (2 planning meetings plus open house)															
6.90	Public Open House #2 (2 planning meetings plus open house)										0	0	0	0	0	
	Labor Subtotal Reimbursable															
7.0 CIVIL ENGINEERING																
7.10	Project Administration (12 months)															
7.11	General Administration															
	Scope and Fee Preparation															
	Invoice Progress Reports (12 @ \$.5 invoice)															
	Provide Input to Project Schedule															
7.12	Coordination															
	Coordination with subconsultants (Design)															
	Coordination with City (Design)															
	Coordination with BNSF (Design/Implementations)															
	Coordination with Franchise Utilities															
	Coordination with WSU															
	Coordination with Spokane Transit Authority															
7.13	Permitting															
	SEPA Input to GeoEngineers															
	Assistance in obtaining permits															
7.14	Meetings															
	Monthly Coordination Meetings with City (8 meetings)															
	Monthly Team Coordination Meetings (4 meetings)															
	Transit Public Open House															
	Open House No. 2															
	Meetings with Spokane Transit Authority															
	Meetings with City Streets Stakeholders															
	Meetings with WSU															
	Meetings with Utility Surveyors															
7.20	30 % Construction Documents															
	Review Survey & Geotech Report															
	Review T&E															
	Draft Basis of Design Narrative															
	Civil Drawings															
	Preliminary Drainage Report															
	Cost Estimate															
	Budget Reconciliation															
	QA/QC															
7.30	60 % Construction Documents															
	Respond to 30% review comments															
	Final Basis of Design Narrative															
	Technical Specifications															
	Civil Drawings															
	Final Drainage Report															
	Cost Estimate															
	Budget Reconciliation															
	QA/QC															
7.40	90 % Construction Documents															
	Respond to 60% review comments															
	Technical Specifications															
	Civil Drawings															
	Final Drainage Report															
	Cost Estimate															
	Budget Reconciliation															
	QA/QC															
7.50	Final Construction Document Phase															
	Respond to 90% review comments															
	Division 2 Specifications															
	Civil Drawings															
	QA/QC															
	Labor Subtotal Reimbursable										0	0	0	0	0	

ENGINEERING COST ESTIMATE: Spokane University District Ped/Bike Bridge PS&E

May 1, 2013															
Spokane University District Ped/Bike Bridge PS&E															
Item	SCOPE OF WORK										Survey Manager	Survey Office Tech	Survey Party Chief	Survey Assistant	Taylor
8.0	STRUCTURAL ENGINEERING										\$41.59	\$20.50	\$22.00	\$16.50	MULTIPLIER: 2.6718
8.10	Basis of Design														\$0
8.20	Bridge Design														\$0
	Abutment Foundations														\$0
	Abutments														\$0
	Shaft Foundations														\$0
	Intermediate Pier														\$0
	Cable Design, Layout, & Connections														\$0
	Superstructure														\$0
	Deck Slab														\$0
	Throw Barrier & Railings														\$0
8.30	North Approach Ramp Design														\$0
8.40	South Approach Ramp Design														\$0
8.50	Miscellaneous Structures														\$0
	Wayfinding Sign Support and Foundations														\$0
	Utility Structures														\$0
	Miscellaneous retaining walls														\$0
	Lighting Supports and Foundations														\$0
8.60	PSE Submittals (E77 Plan Sheets)														\$0
	General Notes & Abbreviations														\$0
	General Plan & Elevation														\$0
	Horizontal Control Plan														\$0
	Construction Sequence (4 Sheets)														\$0
	Foundation Layout														\$0
	Shaft Details (2 Sheets)														\$0
	North Abutment Plan & Elevation														\$0
	North Abutment Details (2 Sheets)														\$0
	South Abutment Plan & Elevation														\$0
	South Abutment Details (2 Sheets)														\$0
	Intermediate Pier Plan & Elevation														\$0
	Intermediate Pier Segment 1 (2 Sheets)														\$0
	Intermediate Pier Segment 2 (2 Sheets)														\$0
	Intermediate Pier Segment 3 (2 Sheets)														\$0
	Intermediate Pier Segment 4 (2 Sheets)														\$0
	Intermediate Pier Anchor Block (2 Sheets)														\$0
	Stay Cable Layout (2 Sheets)														\$0
	Stay Cable Details (2 Sheets)														\$0
	Stay Cable Deck Connection Layout														\$0
	Stay Cable Deck Connection Details (4 Sheets)														\$0
	Superstructure Layout														\$0
	Deck Truss Framing Plan & Elevation (2 Sheets)														\$0
	Deck Truss Sections (2 Sheets)														\$0
	Deck Truss Details (4 Sheets)														\$0
	Intermediate Pier Connection Details (3 Sheets)														\$0
	Deck Slab Layout (2 Sheets)														\$0
	Deck Slab Sections (2 Sheets)														\$0
	Deck Slab Details (3 Sheets)														\$0
	North Approach Plan & Elevation														\$0
	North Approach Foundation Plan & Elevation														\$0
	North Approach Superstructure Sections														\$0
	North Approach Superstructure Details (2 Sheets)														\$0
	North Approach Deck Sections														\$0
	North Approach Deck Details (2 Sheets)														\$0
	South Approach Plan & Elevation														\$0
	South Approach Foundation Plan & Elevation														\$0
	South Approach Superstructure Sections														\$0
	South Approach Superstructure Details (2 Sheets)														\$0
	South Approach Deck Sections														\$0
	South Approach Deck Details (2 Sheets)														\$0
	Main Span Handrail Layout & Details (2 Sheets)														\$0
	North Approach Handrail Layout & Details														\$0
	South Approach Handrail Layout & Details														\$0
	Miscellaneous Structures (2 Sheets)														\$0
	80% PSE														\$0
	Draft Basis of Design														\$0
	30% Level Plans														\$0
	Preliminary Estimated Quantities & Associated Costs														\$0
	80% PSE														\$0
	Final Basis of Design														\$0
	60% Level Plans														\$0
	Specification Outline														\$0
	Updated Estimated Quantities & Associated Costs														\$0
	Responses to City 30% PSE Comments														\$0
	60% PSE														\$0
	90% Level Plans														\$0
	Draft Specifications														\$0
	Updated Estimated Quantities & Associated Costs														\$0
	Responses to City 60% PSE Comments														\$0
	Final PSE Submittal														\$0
	Final Plans														\$0
	Final Specifications														\$0
	Finalized Estimated Quantities & Associated Costs														\$0
	Responses to City 90% PSE Comments														\$0
	Labor Subtotal										0	0	0	0	\$0
	Reimbursable														\$0
9.0	MECHANICAL & ELECTRICAL ENGINEERING														\$0
9.10	Project Management														\$0
9.20	Field Verification														\$0
9.30	Design														\$0
9.40	Approval														\$0
9.50	Bidding														\$0
	Labor Subtotal										0	0	0	0	\$0
	Reimbursable														\$0
10.0	Landscape Architecture and Irrigation Design														\$0
10.10	Project Management														\$0
10.11	Invoices, Progress Reports														\$0
10.12	Team Coordination and Meetings														\$0
	Illumination														\$0
10.30	Wayfinding and Furnishings														\$0
10.40	30 % Submittal														\$0
10.41	30% Design Plan Preparation and Submittal														\$0
10.42	30% Project Specifications and Bid Schedule														\$0
10.50	60% Submittal														\$0
10.51	60% Design Plan Preparation and Submittal														\$0
10.52	60% Project Specifications and Bid Schedule														\$0
10.60	100% Submittal														\$0
10.61	100% Design Plan Preparation and Submittal														\$0
10.62	100% Project Specifications and Bid Schedule														\$0
	Labor Subtotal										0	0	0	0	\$0
	Reimbursable														\$0
11.0	BNSF PERMIT SUPPORT														\$0
11.10	Meetings w/ BNSF														\$0
11.20	Identify and Coordinate Right of Entry														\$0
11.30	Construction and Maintenance Agreement														\$0
11.40	Coordinate w/ City, WUTC and BNSF														\$0
11.60	BNSF Review & Approval of 30% and 100% Design Documents														\$0
	Labor Subtotal										0	0	0	0	\$0
	Reimbursable														\$0
12.0	CONSTRUCTION SUPPORT SERVICES														\$0
12.10															\$0
12.20															\$0
	Labor Subtotal										0	0	0	0	\$0
	Reimbursable														\$0
	Labor Sum										60	150	56	56	\$20,643
															\$4,903
															\$25,546

## EXHIBIT G-3

### Sub Overhead Cost



**Washington State**  
**Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary 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

November 9, 2011

**GeoEngineers**

NOV 14 2011

Karen Mercier, CFO  
GeoEngineers, Inc.  
8410 154<sup>th</sup> Ave NE  
Redmond, WA 98052-3800

Routing ☐ ☐ ☐ ☐ ☐  
File ☐

RE: GeoEngineers, Inc. Overhead Schedules  
Fiscal Year End December 31, 2010

Dear Ms. Mercier:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by GeoEngineers.

The schedule was audited by Clark Nuber for compliance with Part 31 of the Federal Acquisition Regulations (FAR).

The reviewed data included, but was not limited to: the schedule of the indirect cost rate, a description of the company and their accounting system, and the basis for GeoEngineer's accounting and indirect costs.

Based on our review, we are issuing this letter of concurrence establishing GeoEngineer's overhead rate for the year ended December 31, 2010, at 223.64% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Please remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.



Ms. Mercier  
November 9, 2011  
Page 2

If you, or any representatives of GeoEngineers have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosure

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File

**GeoEngineers, Inc.**  
**Overhead Schedule**  
**For the Year Ended December 31, 2010**

Description	Financial Statement Amount	Geo Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
<b>Direct Labor</b>	<u>\$10,264,446</u>				<u>\$10,264,446</u>	100.00%
<b>Fringe Benefits:</b>						
Payroll Taxes	\$1,753,277	(\$287,289)		A,B	\$1,465,988	14.28%
Group Insurance	\$2,333,218				\$2,333,218	22.73%
Worker's Comp.	\$117,379				\$117,379	1.14%
Vacation, Hol., Sick	\$2,625,060				\$2,625,060	25.57%
Profit Sharing and 401(k)	\$469,587				\$469,587	4.57%
Bonuses and Severance	\$745,182	(\$490,563)		C	\$254,619	2.48%
<b>Total Fringe Benefits</b>	<u>\$8,043,703</u>	<u>(\$777,852)</u>	<u>\$0</u>		<u>\$7,265,851</u>	<u>70.79%</u>
<b>General Overhead:</b>						
Non-billable Labor	\$4,439,820	(\$682,622)		A,B,P	\$3,757,198	36.60%
B&P Labor	\$1,081,030				\$1,081,030	10.53%
Marketing Labor	\$2,921,825	(\$300,953)			\$2,620,872	25.53%
Office Rent and Maint.	\$2,742,358	(\$101,400)	\$66,000	D,1	\$2,706,958	26.37%
Telecommunications	\$414,208	(\$97)		B	\$414,111	4.03%
Bus. Taxes & Other than Fed.	\$595,373	\$9,973		E	\$605,346	5.90%
Stationary and Supplies	\$253,089	(\$34,241)	\$32,152	B,F,Z	\$251,000	2.45%
Administrative Travel	\$469,740	\$8,725	(\$138,357)	B,G,S,V	\$340,108	3.31%
Prof. Dues, Meetings & Proposals	\$362,172	(\$47,237)	(\$31,554)	B,T	\$283,381	2.76%
Depreciation	\$777,586	\$2,919		H	\$780,505	7.60%
Equipment rental & Maint.	\$489,318				\$489,318	4.77%
Bad Debt	\$38,827	(\$38,827)		I	\$0	0.00%
Professional Consultants	\$364,850	(\$46,913)	\$7,474	J,P,U,X	\$325,411	3.17%
Bus. Dev./Mktg/Proposal	\$456,087	(\$355,516)		B	\$100,571	0.98%
Field & Lab supplies	\$102,409				\$102,409	1.00%
Insurance	\$694,953	(\$42,897)		K	\$652,056	6.35%
Computer Maintenance & Soft.	\$968,253				\$968,253	9.43%
Recruiting & Relocation	\$252,035	(\$127,605)	\$13,734	F,R,W,Y	\$138,164	1.35%
Amortization of Goodwill	\$255,127	(\$255,127)		L	\$0	0.00%
Contributions	\$21,513	(\$21,513)		M	\$0	0.00%
Fines/Penalties/Unallowable	\$6,022	(\$6,022)		N	\$0	0.00%
Computer tech. offset	(\$1,100,890)	\$1,100,890		O	\$0	0.00%
<b>Total General Overhead</b>	<u>\$16,605,705</u>	<u>(\$938,463)</u>	<u>(\$50,551)</u>		<u>\$15,616,691</u>	<u>152.14%</u>
<b>Total Overhead Costs</b>	<u>\$24,649,408</u>	<u>(\$1,716,315)</u>	<u>(\$50,551)</u>		<u>\$22,882,542</u>	<u>222.93%</u>
<b>Overhead Rate (Less FCC)</b>	240.14%	223.42%			<u><b>222.93%</b></u>	
Facilities Cost of Capital		\$72,527		Q	<u>\$72,527</u>	0.71%
					<u><b>\$22,955,069</b></u>	
<b>Overhead Rate (Includes FCC)</b>					<u><b>223.64%</b></u>	

*Note: Amounts for Adjustments S, T, V, W, X, Y, Z and 1 provided by David James of Clark Nuber due to additional testing of specific accts. in the GeoEngineers 2010 Overhead Schedule.*

**GeoEngineers, Inc.**  
**Overhead Schedule**  
**For the Year Ended December 31, 2010**

Description	Financial Statement Amount	Geo Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
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*GeoEngineers, Inc. - Reviewed & Accepted 11/8/2011 NM*  
*"Overhead Rate still subject to WSDOT Audit"*

**References**

**GeoEngineers Adjustments:**

***GeoEngineers 2010 Overhead Audited by Clark Nuber***

- A Fringe benefits and labor unallowable per 48 CFR 31.201-3.
- B Marketing activities unallowable per 48 CFR 31.205-1, 31.205-14, 31.205-38 and 31.205-41.
- C Signing and year end bonuses unallowable per 48 CFR 31.205-6(f).
- D Common control adj. per 48 CFR 31.205-36(b)(3), Rent offset by rent from sublease revenue per 48 CFR 31.201-5.
- E State income taxes unallowable per 48 CFR 31.205-41.
- F Local Meals and kitchen supplies unallowable per 48 CFR 31.205-14.
- G Allowable mileage costs per 48 CFR 31.205-46.
- H Loss on sale of equipment unallowable per 48 CFR 31.205-16(c).
- I Bad debts unallowable per 48 CFR 31.205-3.
- J Federal Income tax preparation & Disallowed Legal (Claims and M&A activity) unallowable per 48 CFR 31.205-41(b)(1), 31.201-6(a), 31.205-47(f)(5)(a). Merger expenses unallowable per 48 CFR 31.205-27(a).
- K Keyman insurance expense unallowable per 48 CFR 31.205-19(e)(2)(v).
- L Goodwill and intangible asset amortization unallowable per 48 CFR 31.2052-11 and 31.205-49.
- M Contributions unallowable per 48 CFR 31.205-8.
- N Penalties unallowable per 48 CFR 31.205-15(a).
- O Computer technology costs allowable per 48 CFR 31.203(d).
- P Acquisition and organization costs unallowable per 48 CFR 31.205-27(a).
- Q Cost of money adjustment per 48 CFR 31.205-10(a).

**WSDOT Adjustments:**

- R \$1,951.45 in relocation costs for employee who left the firm in less than one year unallowable per 48 CFR 31.205-35.
- S Vehicle costs in the amount of \$54,843.97 unallowable per 48 CFR 31.201-4 and 31.201-2.
- T Business Development memberships in the amount of \$30,683.88, professional memberships in the amount of \$870 unallowable per 48 CFR 31.205-14, 31.205-1(f) and 31.201-4.
- U \$12,116 in legal costs related to collections unallowable per 48 CFR 31.205-3.
- V Travel costs in the amount of \$83,513.08 unallowable per 48 CFR 31.205-46, 31.201-4, 31.201-2, 31.205-14, 31.205-43(a) and the 2010 AASHTO Audit Guide, Section 8.26. ***Extrapolation rate applied to remaining balance by Clark Nuber per testing results.***
- W Donations to Universities in the amount of \$10,000 unallowable per 48 CFR 31.205-8.
- X Costs for Federal and State Income Tax Prep Fees in the amount of \$19,590 added back into the overhead schedule. ***Individual WSDOT policies prohibiting these costs in the overhead schedule no longer in effect.***
- Y Allowable portions for employee health club reimbursements and employee service awards in the amount of \$25,685.01 added back into the schedule per 48 CFR 31.205-13.
- Z \$32,151.81 for allowable amounts of office water and coffee for offices added back into the schedule per 48 CFR 31.205-13.
- 1 Office rent in the amount of \$66,000 previously excluded per common control but no longer applicable added back into the schedule.

**LMN Architects  
Overhead Schedule  
December 31, 2005**

Account Titles	GL Amount	LMN Adj. Amount	WSDOT Adj.	Ref.	Reviewed Amount	%
<b>Direct Labor Base</b>	<u>\$3,603,969</u>	<u>\$118,650</u>		I	<u>\$3,722,619</u>	
<b>Indirect Expenses</b>						
Indirect Salaries - Staff	\$2,020,080	(\$118,650)		I	\$1,901,430	51.08%
Vacation/Sick Leave	545,782				545,782	14.66%
Holidays	140,755				140,755	3.78%
Temporary Help	39,402				39,402	1.06%
Payroll Taxes	547,659				547,659	14.71%
Employee Bonuses	455,750				455,750	12.24%
Pension Plan	394,610				394,610	10.60%
Medical Insurance	426,870				426,870	11.47%
Education & Seminars	44,214				44,214	1.19%
Prof. Reg./Memberships	54,940	(6,351)		A	48,589	1.31%
Employee Moral Expenses	22,743		(6,641)	J	16,102	0.43%
Rent	791,919				791,919	21.27%
Phone	63,457	(170)		B	63,287	1.70%
Equip. Rent/R&M	122,504				122,504	3.29%
Office/Drafting Supplies	126,916				126,916	3.41%
Non project Postage	25,543				25,543	0.69%
Non project Reproduction	117,650				117,650	3.16%
Subscriptions & References	15,291				15,291	0.41%
Software/Computer Supplies	17,666				17,666	0.47%
Miscellaneous	73,470	(206)		E	73,264	1.97%
Legal/Accounting	129,666	(2,800)		C	126,866	3.41%
Professional Insurance	173,814				173,814	4.67%
Interest	52,001	(52,001)		K	0	0.00%
Business Taxes	325,125				325,125	8.73%
Business Consultants/Agencies	51,647				51,647	1.39%
Contributions	71,186	(71,186)		L	0	0.00%
Depreciation	223,794				223,794	6.01%
Automobile	81,096	(18,258)		D	62,838	1.69%
Business Meeting Meals	35,779	(6,621)		H,N	29,158	
Employee Transit Expense	25,159				25,159	0.68%
Non Project Meals	44,461	(4,001)	(8,980)	F,H	31,480	0.85%
Non Project Travel	84,516				84,516	
Non Project Lodging	45,979	(5,058)		G	40,921	
Public Relations	5,655	(5,655)		M	0	0.00%
<b>Total Indirect Expenses</b>	<u>\$7,397,099</u>	<u>(\$290,957)</u>	<u>(\$15,621)</u>		<u>\$7,090,521</u>	<u>190.47%</u>
<b>Overhead Rate</b>	205.25%				<u>190.47%</u>	

*LMN Architects - Reviewed and Accepted 11/6/06 TA*

**References**

- A Civic club memberships and lobbying costs unallowable per 48 CFR 31.205-1(f)(7), 48 CFR 31.205-22.
- B Telephone directory advertising deducted per 48 CFR 31.205-1 (f) (1)
- C Federal Tax preparation in excess of \$250.00 deducted per 48 CFR 31.205-41(b)(1),

**LMN Architects  
Overhead Schedule  
December 31, 2005**

Account Titles	GL Amount	LMN Adj. Amount	WSDOT Adj.	Ref.	Reviewed Amount	%
31.201-6(a) & WSDOT Policy						
D Personal use of company car, commuting portion of costs deducted per FARS 48 CFR 31.205-6 (m) (2).						
E Advertising costs deducted per 48 CFR 31.205-1(d)						
F Entertainment deducted per 48 CFR 31.205-14						
G Excess lodging cost deducted per Federal Travel Regulations 48 CFR 31.205-46(a)(2)(i),						
H Alcoholic beverages deducted per 48 CFR 31.205-51						
I Uncompensated overtime adjustment 48 CFR 37.115 & DCAA 6-410.5-(1)						
J Unallowable employee meal expenses per WSDOT Accounting Manual, Ch. 10, local meals						
K Interest is unallowable per 48 CFR 31.205-20						
L Contributions are unallowable per 48 CFR 31.205-8						
M Public Relations are unallowable per 48 CFR 31.205-1 (a)						
N Per WSDOT policy, Christmas party expenses over \$25.00 per employee and CFR31.205-14.						



March 2, 2010

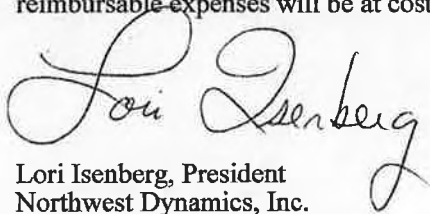
David Evans and Associates

***Subject: Hourly Rate Statement***

Below are the hourly billing rates for the consulting services Northwest Dynamics, Inc. These rates are fully burdened and are the lowest rates charged to our preferred clients. As a small business (one employee, under \$150,000 per year), we do not have audited overhead and profit rates. The rates provided are valid until December 31, 2010.

Direct Salary	148% Overhead	DSR + OHD	10% Fee	Billing Rate
\$35.00	51.80	\$ 86.8	\$ 8.68	\$ 95.48

Northwest Dynamics, Inc shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the Government Regulations. All sub-consultant costs and direct reimbursable expenses will be at cost with no mark-ups.



Lori Isenberg, President  
Northwest Dynamics, Inc.



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary 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)

January 23, 2013

Thomas Sherry, President  
T. C. Sherry & Assoc. DBA SPVV Landscape Architects  
621 W. Mallon, Suite 306  
Spokane, WA 99201-2181

Re: SPVV Landscape Architects Overhead Schedule  
Fiscal Year End December 31, 2011

Dear Mr. Sherry:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by SPVV Landscape Architects.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of SPVV Landscape Architects accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing SPVV Landscape Architects overhead rate for the fiscal year ending December 31, 2011, at 125.38% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's overhead schedule to our office or to your CPA firm, please submit either your internally prepared *Compensation Analysis*, or the *National Compensation Matrix* (NCM) worksheet.

If you, or any representatives of SPVV Landscape Architects, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosures

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary 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)

March 14, 2012

**RECEIVED MAR 20 2012**

Edwin G. Wagnild, CFO  
Taylor Engineering, Inc.  
106 W. Mission  
Spokane, WA 99201-2337

Re: Taylor Engineering, Inc. Overhead Schedule  
Fiscal Year End December 31, 2010

Dear Mr. Wagnild:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Taylor Engineering.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Taylor Engineering's accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Taylor Engineering's overhead rate for the fiscal year ending December 31, 2010, at 147.18% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.



Mr. Wagnild  
March 14, 2012  
Page 2

If you, or any representatives of Taylor Engineering, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosures

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File

## **Exhibit H**

### **Title VI Assurances**

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 the 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 the 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 AGENCY, 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, 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 the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 AGENCY, STATE 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 and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

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 PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit K**

### **Consultant Claim Procedures**

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 Highways and 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 Highways and 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 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 Highways and 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.

**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. 2012119

Local Agency \_\_\_\_\_

I hereby certify that I am David K. McMullen and duly authorized representative of the firm of KPFF Consulting Engineers whose address is 1601 Fifth Avenue, Suite 1600, Seattle, WA 98101 and that neither I nor the above firm I here represent has:

- (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 the 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 available 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.

5/20/13  
Date

  
Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of the City of Spokane, Washington, and that the consulting firm 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 available 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**Exhibit M-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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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, 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 (I) (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, or 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.

Consultant (Firm): KPFF Consulting Engineers

5/20/13  
(Date)

  
(Signature) President or Authorized Official of Consultant



**Exhibit M-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 15.401 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 KPFF Consulting Engineers \* are accurate, complete, and current as of May 1, 2013 \*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm KPFF Consulting Engineers

Name David K. McMullen, PE

Title Principal, KPFF

Date of Execution\*\*\* 5/20/13

- \* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- \*\* 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.



# CERTIFICATE OF LIABILITY INSURANCE

262597

DATE (MM/DD/YYYY)  
10/8/2012

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

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

<b>PRODUCER</b> Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	<b>CONTACT</b> NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL: ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Co.</td><td>25615</td></tr><tr><td>INSURER C: Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER D: Lloyds of London and various other insurers</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Charter Oak Fire Insurance Co.	25615	INSURER C: Travelers Property Casualty Co of America	25674	INSURER D: Lloyds of London and various other insurers		INSURER E:		INSURER F:	
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INSURER D: Lloyds of London and various other insurers															
INSURER E:															
INSURER F:															
<b>INSURED</b> KPFF, Inc. 1601 5th Avenue, Suite 1600  Seattle, WA 98101															

**COVERAGES**

CERTIFICATE NUMBER: 5012834

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		680-1263L238-IND-12	10/10/12	10/10/13	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																			
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GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BA-1283L587-12-GRP	10/10/12	10/10/13	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$ OCCUR CLAIMS-MADE					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	XJUB-5836Y216-12	10/10/12	10/10/13	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	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						
<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER																			
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
D	<b>Professional Liability/Pollution Liability</b>		LDUSA1204384	10/10/12	10/10/13	<table border="1"><tr><td>\$5,000,000 Per Claim/\$5,000,000 Agg. \$250,000 SIR</td></tr></table>	\$5,000,000 Per Claim/\$5,000,000 Agg. \$250,000 SIR													
\$5,000,000 Per Claim/\$5,000,000 Agg. \$250,000 SIR																				

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

Re: Project #: 110152  
University Place Pedestrian Overpass  
City of Spokane is an Additional Insured under General Liability when required by written contract regarding their interest in the operations of the Name Insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane Attn: Linda Hattenburg 808 W. Spokane Falls Blvd Spokane, Wa 99201-3343	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

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COMMERCIAL GENERAL LIABILITY

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

**OTHER INSURANCE – ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

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

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

## COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

# MEMORANDUM

## DEPARTMENT OF ENGINEERING SERVICES

DATE: April 24, 2013

TO: **Jan Quintrall**  
**Gary S. Nelson, P.E.; Principal Design Engineer**  
**Mike Taylor, P.E., City Engineer**

FROM: **Steve Hansen, P.E.; Senior Design Engineer**

SUBJ: Recommendation to Accept Design Fee Proposal from KPFF Consulting Engineers: University District Pedestrian/Bike Bridge

### **Background Info:**

A request for qualifications for final design of the University District Bridge was sent out in January 2013. KPFF Consulting Engineers was the lone submittal (SOQ). A memo addressed to Mike Taylor from Steve Hansen dated February 7, 2013 recommended that we proceed to fee negotiations with KPFF. A fee proposal was received by the COS on April 4, 2013 with a total fee estimate of \$1,821,089 for final design services. COS staff along with contributions from outside consultants prepared an independent fee estimate for the project estimated at \$936,037. The COS rejected the initial proposal by KPFF and included a form titled "Consultant Contract Negotiation Data" as a basis for the rejection.

In general, the following criteria was used to reject the fee proposal

- Final design fees should be in the range of 8-14% relative to anticipated construction costs using basic costs.
- The KPFF estimate was 22.8% of the estimated construction cost vs 11.7% for the COS independent estimate (both including non-basic costs)
- Recent design fees for standard style bridges designed for the COS have been in the range of 9-12.4%.

After several phone conversations and a meeting with David McMullen, the principal engineer with KPFF, a new fee proposal was prepared and submitted to the COS along with a Fee Definition addressing comments by the COS. Following are highlights and further considerations:

- The Final Design fee estimate is \$1,300,016 or a reduction of \$521,073.
- KPFF argued that the construction estimate set by the COS for review purposes was too low at \$8,000,000. The TS&L (prepared by KPFF) suggested a range of \$7,440,978 to \$8,455,656. There is a legitimate argument that we should use the upper range for establishing a base cost. This would now set the KPFF fee estimate at 15.4% of the MACC (Maximum anticipated construction cost) including non-basic fees. If we are to remove non-basic fees, the percentage becomes 14.3 or very close to our max limit of 14%. *(Note: Non-basic fees are generally considered Right of Way costs and Environmental which are seldom proportional to*



*construction costs.)*

- This project can easily be considered a non standard structure with many design elements requiring a coordinated effort with the architectural team and structural modeling specific to this type of structure.

**Additional Discussion:**

- KPFF has substantially reduced what we considered overlapping hours with their Architectural sub-consultant.
- The revised fee proposal is now within 0.3% or \$24,852 over what we considered the upper range of an acceptable proposal.
- Options, if we reject the revised fee proposal:
  - Design in-house for cost of independent estimate (not recommended based on staff availability and this project being non-programmatic)
  - Re-advertise RFQ – this option is a possibility but would delay starting the design process. Also, there is no guarantee that another consultant would meet our fee criteria.
  - KPFF is familiar with this project and goals of both the COS and stakeholders.
  - Adequate funding is in place to accept the revised fee proposal if we choose to proceed.
- Based on the COS independent fee estimate and allowing for 25% escalation (unknowns, insurance, fixed fee, etc) the fee estimate prepared by the consultant should not exceed \$1,170,046.

**Recommendation:**

The revised fee proposal from KPFF is \$1,300,016 or 14.3% of the MACC excluding non-basic fees. I recommend accepting their proposal, providing KPFF reduced their fixed fee to 20% from 25%, thus meeting the 14% of construction limit that we have established. We would then proceed to developing the contract in the form of a Cost, Plus Fixed fee for a value not to exceed \$1,275,000.

copy: Engineering Services file  
Team 4  
Katherine Miller, P.E.  
Mark Serbousek



2013 COS University Bridge Design, Fee Estimate - DRAFT

City of Spokane

UNIVERSITY PLACE PEDESTRIAN OVERPASS

Project Components:  
411 foot span - Cable stayed bridge  
Associated approach improvements  
Estimated construction cost

Design Duration: 12 months

\$ 8,000,000

• 2013 Dollars

	Personnel Hours								Consultant Hours							Budget
	Principal Engineer	Senior Engineer	Associate Engineer	Field Engineer	Inspector	Designer Drafter (Tech 3)	Clerical	COS Hours	Structural	Surveying	Bridge Archit.	Landscape Archit.	Mechanical/Electrical	Geotech. Environ.	Consultant Equiv Hours	Total
Task 1: University Ped Bridge - Final Design																
1.0 PROJECT MANAGEMENT AND ADMINISTRATION																
1.10 - Project Schedule	2	24	25	2			8	61							0	\$ -
1.20 - Design Team Supplemental Agreements		24	6				40	70							0	\$ 5,682
1.30 - Progress Report	10	10	30				30	80							0	\$ 6,687
1.40 - Invoices	4	6	12				52	74							0	\$ 5,151
1.50 - Team meetings		48	90			42	25	205	40	28	40	63	24	32	227	\$ 40,307
2.0 TOPOGRAPHIC AND BOUNDARY SURVEY																
2.10 - Final Trail Alignment			15			20		35		110					110	\$ 13,757
2.20 - Right of Way Acquisition		4						4		25					25	\$ 2,928
2.21 - Title Report Review			5					5		91					91	\$ 9,550
2.22 - Acquisition Staking								0		47					47	\$ 4,700
2.23 - Right of Way and Easement Descriptions			7					7		70					70	\$ 7,631
2.24 - Quality Control Review of Right of Way Plans			10					10		29					29	\$ 3,801
2.25 - Final Right of Way Monumentation								0		102					102	\$ 10,200
3.0 SUPPLEMENTAL GEOTECHNICAL INVESTIGATION AND RECOMMENDATIONS																
3.10 - Final Geotechnical Investigation and Consultation								0						7	7	\$ 700
3.11 - Test Pit Explorations and Utility Locate								0							0	\$ -
3.12 - Laboratory Testing								0						45	45	\$ 4,500
3.13 - On-Site Stormwater Disposal Feasibility								0						43	43	\$ 4,300
3.14 - Consultation and Coordination								0						27	27	\$ 2,700
3.15 - Geotechnical Report								0							0	\$ -
4.0 BRIDGE AESTHETICS COLLABORATION																
4.10 - Design Development and Coordination (30% PSE)		25	40					65	44		220				264	\$ 32,677
4.20 - Design Development and Coordination (60%-100%)	6	25	60				10	101	88		300				388	\$ 48,176
4.30 - Urban Planning	8	25	40			60	10	143			100				100	\$ 22,033
5.0 ENVIRONMENTAL SERVICES ***																
5.10 - Follow-up visual Reconnaissance - Shreiner Property								0						18	18	\$ 1,760
5.20 - Phase II ESA			16					16						4	4	\$ 350
5.30 - Cleanup Action Plan			8					8						156	156	\$ 17,041
5.40 - Archaeological Monitoring				4				4						77	77	\$ 8,421
5.50 - Permitting Services			20					20						46	46	\$ 4,894
5.60 - Consultation and Internal Team Meetings		6	6					12						0	0	\$ 1,802
6.0 PUBLIC INVOLVEMENT																
6.10 - Project Kick-off Meeting		6	8			24		38						45	45	\$ 5,652
6.20 - Transit Connectivity		4	6			8		18							0	\$ -
6.30 - South Approach & Connectivity Coordination	5	20	50			40	8	123							0	\$ 3,049
6.40 - Washington State University Property Acquisition and Campus Connectivity	5	12	50			50	8	125							0	\$ 1,530
6.50 - Private Property Acquisition at South Landing	2	10	20			40	20	92							0	\$ 10,515
6.60 - Project Vernacular	4	30	50			60	5	149							0	\$ 10,362
6.70 - Utility Coordination		10	20			80		110							0	\$ 7,057
6.80 - Public Open House #1	4	8	20			50	16	98	16		120	6			142	\$ 12,699
6.90 - Public Open House #2	2	8	26			50	16	102	8		120	6			134	\$ 8,492
7.0 CIVIL ENGINEERING																
7.10 - Project Administration								0							0	\$ -
7.11 - General Administration		60	60				100	220							0	\$ 17,478
7.12 - Coordination		52	100					152							0	\$ 14,570
7.13 - Permitting Assistance		20	40				8	68							0	\$ 6,195
7.14 - Meetings		60	80			60	10	210							0	\$ 18,405
7.20 - 30% Construction Documents		50	80			180	10	320							0	\$ 25,767
7.30 - 60% construction Documents		50	80			150	10	290							0	\$ 23,659
7.40 - 90% Construction Documents		50	80			150	10	290							0	\$ 23,659
7.50 - Final Construction Documents		80	120			175	25	400							0	\$ 33,076
8.0 STRUCTURAL ENGINEERING																
8.10 - Basis of Design								0	130						130	\$ 13,000
8.20 - Bridge Design								0	1325						1,325	\$ 132,500
8.30 - North Approach Ramp Design								0	150						150	\$ 15,000
8.40 - South Approach Ramp Design								0	150						150	\$ 15,000
8.50 - Miscellaneous Structures								0	100						100	\$ 10,000
9.0 MECHANICAL AND ELECTRICAL ENGINEERING																
9.10 - Project Management								0					32		32	\$ 3,200
9.20 - Field Verification								0					16		16	\$ 1,600
9.30 - Design								0					318		318	\$ 31,800
9.40 - Approval								0					40		40	\$ 4,000
9.50 - Construction Documents								0							0	\$ -
10.0 LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN																
10.10 - Project Management								0				57			57	\$ 5,700
10.20 - Illumination								0				33			33	\$ 3,300
10.30 - Wayfinding and Furnishings								0				42			42	\$ 4,200
10.40 - 30% Submittal								0				80			80	\$ 8,000
10.50 - 100% (Final) Submittal								0				217			217	\$ 21,700
11.0 REAL ESTATE APPRAISAL - not used (to be done outside contract)																
								0							0	\$ -
12.0 BNSF PERMIT SUPPORT																
12.10 - Meetings with BNSF		10	20				15	45							0	\$ 3,720
12.20 - Identify and Coordinate Right of Entry Approval		4	10				2	16							0	\$ 1,442
12.30 - Construction and Maintenance Agreement		10	20			25	6	61							0	\$ 4,967
12.40 - Coordinate with City, WUTC and BNSF		10	30			20		60							0	\$ 5,177
12.50 - BNSF Review and Approval of 30% and 100% Design		10	40			40	6	96							0	\$ 7,823
Misc. General Admin (in addition to Task 1)	40	104	52				50	246							0	\$ 23,507
10% Management Reserve																\$ 85,094
Subtotal	92	875	1,452	6	0	1,324	500	4249	2051	502	900	504	430	548.4	4,935	\$ 936,037
TASK 2: Construction Support Services																
to be determined																
ridge																
Subtotal																not used
10% Management Reserve																
Subtotal																not used
Total																not used

\* Deliverables/travel, etc. imbedded within hourly costs

\*\* Consultant costs have been converted to equivalent hours based on \$100/hour

\*\*\* Consultant \$'s used for Environmental

Billable Rates (2013 rates)

Design Costs as percentage of Construction Dollars

11.70%

CM Support Costs as percentage of Construction Dollars

n/a

Principal Engineer x  
Senior Engineer x  
Associate Engineer x  
Field Engineer x  
Inspector x  
Designer/Drafter (Tech 3) x  
Clerical x

last updated 4/09/13 smh

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

06/03/2013

**Date Rec'd**

5/22/2013

**Clerk's File #**

ORD C34991

**Renews #****Submitting Dept**

PLANNING SERVICES

**Cross Ref #****Contact Name/Phone**

SCOTT CHESNEY 625-6061

**Project #****Contact E-Mail**

SCHESNEY@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0650 - ORDINANCE RE-NAMING PERRY STREET &amp; ERIE STREET

**Agenda Wording**

An ordinance re-naming Perry Street north of Trent Avenue to Iron Bridge Way and Erie Street north of Trent Avenue to Iron Court.

**Summary (Background)**

On February 27, 2013, the City Plan Commission held a public hearing to obtain public comments on the proposed street re-naming. After review of public testimony received, the City Plan Commission recommends the approval of the proposed street name changes.

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

CHESNEY, SCOTT

**Study Session****Division Director**

QUINTRALL, JAN

**Other**Plan Commission  
2/27/13**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

BURNS, BARBARA

sdecker@spokanecity.org

**For the Mayor**

GEMMILL, GERRY

mpowers@spokanecity.org

**Additional Approvals**

ebrown@spokanecity.org

**Purchasing**

jsacco@spokanecity.org

mshannon@spokanecounty.org

lcussins@spokanecity.org

ORDINANCE NO. C34991

AN ORDINANCE re-naming Perry Street and Erie Street north of Trent Avenue to "Iron Bridge Way" and "Iron Court" respectively.

WHEREAS, a roadway name shall be established or changed by ordinance upon recommendation of the City Plan Commission, pursuant to the Spokane Municipal Code Chapter 17D.050; and

WHEREAS, the City Plan Commission conducted a public hearing on February 27, 2013, to obtain public comments on the proposed street naming and after close of public testimony unanimously voted to recommend approval of the name change to the City Council; -- Now, Therefore,

The City of Spokane does ordain:

1. Perry Street, north of Trent Avenue shall be named "Iron Bridge Way" in alignment with the existing private street also named Iron Bridge Way.
2. Erie Street, north of Trent Avenue for one block shall be named "Iron Court".
3. The Applicant shall pay for the installation of the initial street signage, then after installation and acceptance by the City, they shall be maintained by the City.
4. The roadway shall remain a public road and the City will continue to maintain the roadway.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2013.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Spokane City Plan Commission**  
**Findings of Fact, Conclusions, and Recommendations**  
**Proposed Street Name Change for Perry Street and Erie Street north of Trent Avenue per the Spokane Municipal Code Chapter 17D.050-Roadway Naming**

**A recommendation from the City Plan Commission to the City Council is required to approve an application by a property owner to rename public streets. The applicant proposes to change Erie Street, north of Trent Avenue, to Iron Court. The applicant also proposes to change Perry Street, north of Trent Avenue, to Iron Bridge Way to coincide with the existing private street also named Iron Bridge Way. Guidance for a change to street name is provided in Spokane Municipal Code Chapter 17D.050 Roadway Naming.**

**Findings of Fact:**

- A.** The Plan Commission has been presented with a private application for a street name change.
- B.** The Plan Commission has reviewed the proposal and procedure for changing the street name at a workshop on January 9, 2013. At this time they recommended a public hearing date for February 28, 2013.
- C.** The proposal includes two street name changes. Erie Street, north of Trent Avenue for one block is proposed to change to Iron Court. South of Trent Avenue, Erie Street is expected remain, but a southern portion of Erie Street will be used as alignment for the new Martin Luther King Junior (MLK) Way. Perry Street, north of Trent Avenue is proposed to change to Iron Bridge Way in alignment with the existing private street also named Iron Bridge Way. South of Trent Avenue, Perry Street is expected to be replaced with a Roundabout where the new MLK Way will meet Trent Avenue. The existing Erie and Perry Streets dead end into the Iron Bridge Office campus, which is further geographically isolated with railroad tracks to the north of the site. Perry Street does continue on the north side of the railroad tracks for three parcels before it stops and reappears on the grid north of Mission Street.
- D.** The proposed amendments were initiated and processed pursuant to the procedures set forth in Chapter 17D.050 SMC.
- E.** Notice of the proposed street name change was published in the Spokesman Review on February 13 and February 20, 2013. In addition an email was distributed by the applicant to tenants of the Iron Bridge Campus and notice was posted on the site per SMC 17G.060.120.
- F.** The City Plan Commission held a Public Hearing on February 27, 2013 to obtain public comments on the proposed amendments; deliberations followed.

**Conclusions:**

- A.** The Plan Commission has reviewed all public testimony received during the public hearings and has made changes to the draft documents during deliberations to address the testimony as considered appropriate.
- B.** The Plan Commission has found that the proposed amendments meet the approval criteria stipulated in 17D.050.020:

C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17D.050.

**Recommendations:**

By a unanimous vote, the Plan Commission recommends to the City Council the approval of the proposed street name change.

A handwritten signature in black ink, appearing to read "Michael Ekins", is written over a horizontal line.

**Michael Ekins, President  
Spokane Plan Commission**

February 27, 2013

**Date**