CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

1. **No Clapping!**
2. **No Cheering!**
3. **No Booing!**
4. **No public outbursts!**
5. **Three-minute time limit for comments made during open forum and public testimony on legislative items!**
6. **No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.

B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.

C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:

1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:

    a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.

    b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.

d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.

e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.

f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.

2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.

3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.

D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE

CURRENT COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 19, 2018

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 BREEAN BEGGS
COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER KATE BURKE
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for November 19, 2018:

Username: **COS Guest**
Password: **ZG36u83t**
Please note the space in user name. Also, both user name and password are case sensitive

CITY COUNCIL BRIEFING SESSION

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 THURSDAYS 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 entrance 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. 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 Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources 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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Purchase from Larry H. Miller for two undercover vehicles and Becker Buick (Spokane, WA) for one undercover vehicle for the Police Department—$75,000.	**Approve**	**OPR 2018-0725**
2. Amendment with Axon Enterprise, formerly Taser International, (Scottsdale, AZ) for 30 additional body cameras with licenses and five additional cameras per year from 2019 through 2021—Increase of $32,770.56. Total contract amount $367,536.28.	**Approve**	**OPR 2013-0689**
3. Interlocal agreement with Spokane County for historic preservation services from 2019 through 2021—$105,000.	**Approve**	**OPR 2018-0726**
4. Consultant agreement with KPFF (Spokane, WA) for future Bosch lot parking garage site assessment, roadway relocation, and trailhead access—Not to exceed $151,019 plus 10% administrative reserve. Total contract amount $166,120.90.	**Approve**	**OPR 2018-0727**

5.	**Local Area A&E Professional Services Consultant Agreements (all Spokane, WA) for Federal Aid projects from 2019 through 2020 with:**	**Approve All**	
	a. Budinger & Associates, Inc. for geotechnical engineering services–Not to exceed $250,000.		**OPR 2018-0728 ENG 2019052**
	b. Parametrix, Inc. for surveying services–Not to exceed $150,000.		**OPR 2018-0729 ENG 2019057**
	c. Parametrix, Inc. for landscape architect services –Not to exceed $200,000.		**OPR 2018-0730 ENG 2019053**
	d. Coffman Engineers for electrical engineering services–Not to exceed $150,000.		**OPR 2018-0731 ENG 2019049**
	e. LSB Consulting Engineers, Inc. for structural engineering services–Not to exceed $200,000.		**OPR 2018-0732 ENG 201051**
	f. Historical Research Associates for cultural resources services–Not to exceed $250,000.		**OPR 2018-0733 ENG 2019055**
	(Various Neighborhoods.)		
6.	**Consultant Agreements (all Spokane, WA) for Non-Federal projects from 2019 through 2020 with:**	**Approve All**	
	a. Historical Research Associates for cultural resource consultant on-call services–Not to exceed $500,000.		**OPR 2018-0734 ENG 2019-56**
	b. Coffman Engineers for on-call electrical engineering services–Not to exceed $150,000.		**OPR 2018-0735 ENG 2019050**
	c. Parametrix, Inc. for landscape architect on-call services–Not to exceed $250,000.		**OPR 2018-0736 ENG 2019054**
	(Various Neighborhoods.)		
7.	**Loan Agreement & other documents with J Auld Apartments LLC (Spokane, WA) for construction of Jayne Auld Manor, a 48-unit apartment complex at 2830 East Francis Avenue and 6205 and 6211 North Regal Street - $320,000 HOME CHDO funds (Hillyard).**	**Approve**	**OPR 2018-0737**
8.	**Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 9, 2018, total $8,994,560.67, with Parks and Library claims approved**	**Approve & Authorize Payment**	**CPR 2018-0002**

by their respective boards. Warrants excluding Parks and Library total $7,626,812.91.

9.	**City Council Meeting Minutes: November 5 and November 8, 2018.**	**Approve All**	**CPR 2018-0013**

Request motion to suspend Council Rules to add the following items (OPR 2018-0753 and OPR 2018-0754):

10.	**Interlocal agreement with Spokane County and Alcohol, Tobacco, Firearms (ATF) to renovate shared EDU site on Spokane County Property—$40,000. (Relates to Item No. 11.)**	**Approve**	**OPR 2018-0753 OPR 2018-0754**
11.	**Contract with DW Excavating (Davenport, WA) for renovation of the EDU range from December 1, 2018, through November 30, 2019—$70,000. (Relates to Item No. 10.)**	**Approve**	**OPR 2018-0754 OPR 2018-0743 RFB SW68-18**

EXECUTIVE SESSION

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

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.

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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35701 **Riverside Park Reclamation Facility Fund**
FROM: Unappropriated Reserves, $191,582;
TO: Instrument Repair Technician (2 positions), $191,582.

(This action creates two Instrument Repair Technician positions at step 6.)

ORD C35702 **Riverside Park Reclamation Facility Fund**
FROM: Unappropriated Reserves, $80,824;
TO: Electronic Communication Tech Aid (1 position), $80,824.

(This action creates one Electronic Communication Tech Aid position at step 6.)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0094 **Stating the City Council's intent to begin the formation of comprehensive housing and renter protections policy frameworks; forming a Working Group on Housing Protections Policy; scheduling working group meetings; and requesting input and recommendation from the Working Group on needed policy reforms for housing protections.**

ORD C35695 **(To be considered under Hearings Item H2.b.)**

ORD C35703 **(To be considered under Hearings Item H3.b.)**

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35699 **Relating to elevator standards and permit fees amending SMC 17F.060.010, SMC 17F.060.020, SMC 17F.060.030, SMC 17F.060.040, SMC 17F.060.050, SMC 17F.060.090, SMC 17F.080.120, 08.02.033, and SMC 1.05.150.**

ORD C35700 **Prohibiting the misrepresentation of an animal as a service animal, prescribing allowable inquiries concerning service animals, and setting the penalty for such misrepresentation; amending sections 18.06.040 and 01.05.210 of the Spokane Municipal Code.**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

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.	**Ordinance C35690 relating to application made by Clanton Family LLC, Planning File #Z17-621COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" to "General**	**Pass Upon Roll Call Vote**	**ORD C35690**

	Commercial" for approximately 0.68 acres total described as: Lots 1-4, Block 93, Second Addition to Railroad Addition to Spokane Falls; and amending the Zoning Map from "Office Retail (OR-150)" to "Community Business (CB-150)." (By a vote of 9 to 1, the Plan Commission recommends approval.) (Deferred from November 5, 2018, Agenda)		
H2.	**a. Hearing on Citywide Capital Improvement Program 2019-2024.**	**Hold Hrg. & Then Close Hrg.**	
	b. Final Reading Ordinance C35695 adopting a Six-year Citywide Capital Improvement Program for the years 2019-2024 and amending section 5.5 Capital Facilities Program of the City's Comprehensive Plan. (Deferred from November 12, 2018 Agenda.)	**Pass Upon Roll Call Vote**	**ORD C35695**
H3.	**a. Hearing on 2019 Proposed Budget. (Continued from November 12, 2018.)**	**Hold Hrg. & Then Close Hrg.**	**FIN 2018-0001**
	b. Final Reading Ordinance C35703 adopting the annual budget of the City of Spokane for 2019.	**Pass Upon Roll Call Vote**	**ORD C35703**

Motion to Approve Current Agenda for November 19, 2018
(per Council Rule 2.1.2)

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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

ADJOURNMENT

The November 19, 2018, Regular Legislative Session of the City Council is adjourned to November 26, 2018.

NOTES

Agenda Sheet for City Council Meeting of: 11/19/2018		Date Rec'd	11/7/2018
		Clerk's File #	OPR 2018-0725
		Renews #	
Submitting Dept	POLICE	Cross Ref #	ORD C35674
Contact Name/Phone	ERIC OLSEN 835-4505	Project #	
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG	Bid #	QUOTES PER
Agenda Item Type	Purchase w/o Contract	Requisition #	
Agenda Item Name	0680-FORFEITURE VEHICLE PURCHASE		

Agenda Wording

Approval for the purchase of three (3) vehicles to be used as undercover vehicles by Police.

Summary (Background)

Plain vehicles are used by the undercover police units in their operations and there is a need to replace aging vehicles. Forfeiture funds have traditionally been used for these purchases and the SBO was approved by Council on August 27, 2018. The funds will be used to purchase 3 used vehicles totaling $74,900.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 75,000.00	# 1560-17200-94000-56404-68074
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MEIDL, CRAIG	Study Session	PSCH Meeting 11/5/2018
Division Director	MEIDL, CRAIG	Other	
Finance	SCHMITT, KEVIN	Distribution List	
Legal	ODLE, MARI	spdfinance	
For the Mayor	ORMSBY, MICHAEL	spdpurchasing	
Additional Approvals		cwahl	
Purchasing	WAHL, CONNIE	mdoval	

Briefing Paper
(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Purchase of 3 undercover vehicles
Date:	11/05/2018
Contact (email & phone):	Eric Olsen eolsen@spokanepolice.org 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval for the purchase of three (3) vehicles to be used as undercover vehicles by Police.

Background/History: Plain vehicles are used by the undercover police units in their operations and there is a need to replace aging vehicles. Forfeiture funds have traditionally been used for these purchases and funds were approved through SBO.

Executive Summary:

- *Some of our plain vehicles used by our undercover units are aging out and need to be replaced*
- *Increased funds from Forfeitures was approved through SBO by Council on August 27, 2018*
- *Request to purchase 3 used vehicles totaling $74,900*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/6/2018
		Clerk's File #	OPR 2013-0689
		Renews #	
Submitting Dept	POLICE	**Cross Ref #**	
Contact Name/Phone	KEVIN KING 835-4514	**Project #**	
Contact E-Mail	KKING@SPOKANEPOLICE.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	DO525907
Agenda Item Name	0680 - AXON OPR 2013-0689 AMENDMENT		

Agenda Wording

Approval to amend OPR 2013-0689 (AXON ENTERPRISE FORMERLY TASER INTERNATIONAL, SCOTTSDALE, AZ) for 30 additional body cameras w/licenses and 5 additional cameras per year during year 2-5.

Summary (Background)

In 2017, SPD signed a 5-year contract with Axon Enterprise for 220 body worn cameras along with data storage and licenses to evidence.com. Due to increases in staffing, an amendment for 15 additional cameras was executed in December, 2017. Increased usage and staffing has created the need for 30 additional cameras w/ licenses.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 32,770.56	**#** 5901-79115-21250-54820-99999
Expense	**$** 8,206.79	**#** 5901-79115-21250-53201-99999
Expense	**$** 8,976.00	**#** 5901-79115-21250-53524-99999
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	LUNDGREN, JUSTIN	**Study Session**	PSCHC 11/05/2018
Division Director	LUNDGREN, JUSTIN	**Other**	
Finance	SCHMITT, KEVIN	**Distribution List**	
Legal	ODLE, MARI	spdfinance	
For the Mayor	ORMSBY, MICHAEL	cwahl	
Additional Approvals		spdpurchasing	
Purchasing			

Briefing Paper
(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Body camera contract amendment
Date:	11/05/2018
Contact (email & phone):	Kevin King kking@spokanecity.org 835-4514
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval for amendment to contract for 30 additional body cameras w/ licenses and 5 additional cameras per year during years 2-5

Background/History: In 2017, SPD signed a 5-year contract with Axon Enterprise for 220 body worn cameras along with data storage and licenses to evidence.com. Due to increases in staffing, an amendment for 15 additional cameras was executed in December, 2017. Increased usage and staffing has created the need for 30 additional cameras w/ licenses.

Executive Summary:

- *Amendment to OPR 2013-0689 for a 5 year contract to add 30 additional cameras w/ licenses in 2018*
- *5 additional cameras w/ licenses would be added annually in years 2-5*
- *Total contract cost of $248,271.89*
- *Funded through SPD SIP Loan*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

Q-137661-43251.010JD

Issued: 05/31/2018

Quote Expiration: 05/25/2018

Account Number: 446518

Start Date: 07/01/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
Ryan Snider
Spokane Police Dept. - WA
1100 W. Mallon Avenue
Spokane, WA 99260
US

BILL TO
Spokane Police Dept. - WA
1100 W. Mallon Avenue
Spokane, WA 99260
US

SALES REPRESENTATIVE
Megan Hardisty
Phone:
Email: mhardisty@axon.com
Fax:

PRIMARY CONTACT
Ryan Snider
Phone: (509) 363-8225
Email: rsnider@spokanepolice.org

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	5	336.00	336.00	1,680.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	30	948.00	948.00	28,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	30	499.00	275.00	8,250.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	30	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	30	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	30	0.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	5	1,495.00	1,475.00	7,375.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	42.00	42.00	168.00
				Subtotal	45,913.00
				Estimated Shipping	0.00
				Estimated Tax	4,040.35
				Total	49,953.35

Customer Owned Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	1	0.00	0.00	0.00

Customer Owned Spares (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	1	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	1	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	1	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	5	336.00	336.00	1,680.00
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	30	948.00	948.00	28,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
				Subtotal	30,120.00
				Estimated Tax	2,650.56
				Total	32,770.56

Year 2- 5 ADDITIONAL CAMERAS AND LICENSES

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	5	948.00	948.00	4,740.00
85110	EVIDENCE.COM INCLUDED STORAGE	200	0.00	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	5	499.00	499.00	2,495.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	5	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	5	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	5	0.00	0.00	0.00
				Subtotal	7,235.00
				Estimated Tax	636.69
				Total	7,871.69

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	5	336.00	336.00	1,680.00

Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	30	948.00	948.00	28,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
				Subtotal	30,120.00
				Estimated Tax	2,650.56
				Total	32,770.56

Year 3- 5 ADDITIONAL CAMERAS AND LICENSES

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	5	948.00	948.00	4,740.00
85110	EVIDENCE.COM INCLUDED STORAGE	200	0.00	0.00	0.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	5	948.00	948.00	4,740.00
85110	EVIDENCE.COM INCLUDED STORAGE	200	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00	336.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	5	499.00	499.00	2,495.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	5	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	5	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	5	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	42.00	42.00	42.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	1	1,495.00	1,495.00	1,495.00
				Subtotal	13,848.00
				Estimated Tax	1,218.65
				Total	15,066.65

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	5	336.00	336.00	1,680.00
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	30	948.00	948.00	28,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
				Subtotal	30,120.00
				Estimated Tax	2,650.56
				Total	32,770.56

Year 4- 5 ADDITIONAL CAMERAS AND LICENSES

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	5	948.00	948.00	4,740.00
85110	EVIDENCE.COM INCLUDED STORAGE	200	0.00	0.00	0.00
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	5	948.00	948.00	4,740.00
85110	EVIDENCE.COM INCLUDED STORAGE	200	0.00	0.00	0.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	5	948.00	948.00	4,740.00
85110	EVIDENCE.COM INCLUDED STORAGE	200	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00	336.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	5	499.00	499.00	2,495.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	5	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	5	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	5	0.00	0.00	0.00
				Subtotal	17,051.00
				Estimated Tax	1,500.50
				Total	18,551.50

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	5	336.00	336.00	1,680.00
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	30	948.00	948.00	28,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
				Subtotal	30,120.00
				Estimated Tax	2,650.56
				Total	32,770.56

Year 5- 5 ADDITIONAL CAMERAS AND LICENSES

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	5	948.00	948.00	4,740.00
85110	EVIDENCE.COM INCLUDED STORAGE	200	0.00	0.00	0.00

Year 5- 5 ADDITIONAL CAMERAS AND LICENSES (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	5	948.00	948.00	4,740.00
85110	EVIDENCE.COM INCLUDED STORAGE	200	0.00	0.00	0.00
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	5	948.00	948.00	4,740.00
85110	EVIDENCE.COM INCLUDED STORAGE	200	0.00	0.00	0.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	5	948.00	948.00	4,740.00
85110	EVIDENCE.COM INCLUDED STORAGE	200	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00	336.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00	336.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	5	499.00	499.00	2,495.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	5	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	5	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	5	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	42.00	42.00	42.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	1	1,495.00	1,495.00	1,495.00
				Subtotal	23,664.00
				Estimated Tax	2,082.46
				Total	25,746.46
				Grand Total	**248,271.89**

Discounts (USD)

Quote Expiration: 05/25/2018

List Amount	235,011.00
Discounts	6,820.00
Total	**228,191.00**

Total excludes applicable taxes and shipping

Summary of Payments

Payment	Amount (USD)
Year 1	49,953.35
Customer Owned Spares	0.00
Year 2	32,770.56
Year 2- 5 ADDITIONAL CAMERAS AND LICENSES	7,871.69
Year 3	32,770.56
Year 3- 5 ADDITIONAL CAMERAS AND LICENSES	15,066.65
Year 4	32,770.56
Year 4- 5 ADDITIONAL CAMERAS AND LICENSES	18,551.50
Year 5	32,770.56
Year 5- 5 ADDITIONAL CAMERAS AND LICENSES	25,746.46
Grand Total	**248,271.89**

Notes

Agency is electing to operate with a 2:1 camera workflow for 27 cameras; secondary cameras will not need additional licenses.

Cameras and related docking stations deployed in years 1 and 2 of this quote will be eligible for 2 TAP replacements at the 30 and 60 month mark of the contract. Cameras and related docking stations deployed in years 3, 4 and 5 of this quote will be eligible for 1 TAP replacement at the 60 month mark of this contract.

Axon's Sales Terms and Conditions

By signing this document, you certify that you have read and agree to the provisions set forth in this document and Axon's Master Services and Purchasing Agreement (MSPA), posted at https://www.axon.com/legal/sales-terms-and-conditions, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this document.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Megan Hardisty at mhardisty@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-137661-43251.010JD

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Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/5/2018
		Clerk's File #	OPR 2018-0726
		Renews #	
Submitting Dept	HISTORIC PRESERVATION	**Cross Ref #**	
Contact Name/Phone	MEGAN 625-6543	**Project #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	0470- CITY/COUNTY THREE YEAR INTERLOCAL AGREEMENT FOR HISTORIC		

Agenda Wording

Three year interlocal agreement with Spokane County for Historic Preservation services

Summary (Background)

Three-year interlocal agreement (2019 through 2021) with Spokane County for Historic Preservation services. This agreement continues the prior three year agreement with a ramping up of funding by the County - 2019 will continue the $30,000 we have received for the last 3 years; 2020 will increase to $35,000; and 2021 will again increase to $40,000. The County Commissioners approved the agreement on 10/22/18 and signed on 10/23/18.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Revenue	**$** 105,000	**#** 0470-53610-99999-33772-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	DUVALL, MEGAN	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	Urban Development
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	ODLE, MARI	mduvall@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		dkinder@spokanecity.org	
Purchasing		cbrazington@spokanecity.org	

Briefing Paper
Urban Development Committee

Division & Department:	NBS – Historic Preservation
Subject:	City/County Three Year Interlocal Agreement for Historic Preservation
Date:	10/23/18
Author (email & phone):	Megan Duvall, mduvall@spokanecity.org; 625-6543
City Council Sponsor:	
Executive Sponsor:	Dawn Kinder
Committee(s) Impacted:	Urban Development
Type of Agenda item:	x Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	A. SMC 17D.100.010 – Purposes of the Historic Preservation Program: The City recognizes that the maintenance and preservation of historic landmarks and historic districts benefits all people in Spokane, and provides a general benefit to the public by preserving our City's history and unique culture. B. By creating standards for the designation and protection of historic landmarks and historic districts, the City intends to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County as a public necessity. The intent of this ordinance is to keep qualifying historic buildings in use through their listing on the Spokane Register of Historic Places; incentivize rehabilitation; review changes to historic properties; and promote preservation in all neighborhoods, in balance with property rights protections under Washington law.
Strategic Initiative:	REGIONAL COLLABORATION: Work collaboratively with regional partners
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Revenue

Background/History: *Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.*

Three-year interlocal agreement (2019 through 2021) with Spokane County for Historic Preservation services. This agreement continues the prior three year agreement with a ramping up of funding by the County – 2019 will continue the $30,000 we have received for the last 3 years; 2020 will increase to $35,000; and 2021 will again increase to $40,000. The County Commissioners approved the agreement on 10/22/18 and signed on 10/23/18.

Executive Summary:

- Three year interlocal agreement with Spokane County for Historic Preservation services
- Funding to increase each year of the agreement by $5000 ($30,000, $35,000, and $40,000)
- Approved by the Board of County Commissioners unanimously 10/22/18
- Revenue

Budget Impact: Approved in current year budget? ■ Yes ☐ No Annual/Reoccurring expenditure? ☐ Yes ■ No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) **Revenue generating**
Operations Impact: Consistent with current operations/policy? ■ Yes ☐ No Requires change in current operations/policy? ☐ Yes ■ No Specify changes required: Known challenges/barriers:

NO. 18-0757

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE REGARDING HISTORIC PRESERVATION FOR CALENDAR YEARS 2019, 2020 AND 2021

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (hereinafter sometimes referred to as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, chapter 36.28 RCW ("Interlocal Cooperation Act"), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, it is the public policy of the federal government and state government to promote the designation, preservation, protection, enhancement and perpetuation of those structures, sites, districts, buildings, and objects which reflect outstanding elements of historic, archaeological, architectural or cultural heritage for the enrichment of the citizens; and

WHEREAS, the County of Spokane and City of Spokane, by joint resolution, have created the Historic Landmarks Commission, which is responsible for the stewardship of historic properties in the City of Spokane, unincorporated areas of the County, and incorporated towns upon their request; and

WHEREAS, the purpose of this Interlocal Agreement is to continue the relationship between the County of Spokane and the City of Spokane in order to provide historic preservation.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "Historic Preservation Interlocal Agreement" pursuant to which, under certain terms and conditions are effective January 1, 2019 and commencing December 31, 2021 in the amount of Thirty Thousand Dollars ($30,000) for calendar year 2019; in the amount of Thirty-Five Thousand Dollars ($35,000) for calendar year 2020; in the amount of Forty Thousand Dollars ($40,000) for calendar year 2021.

PASSED AND ADOPTED this 22nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSH KERNS, CHAIR

MARY KUNEY, VICE CHAIR

AL FRENCH, COMMISSIONER

ATTEST:
CLERK OF THE BOARD

Ginna Vasquez

HISTORIC PRESERVATION INTERLOCAL AGREEMENT
(January 1, 2019-December 31, 2021)

THIS AGREEMENT, made and entered into by and between the **City of Spokane**, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, hereinafter referred to as "CITY", and the **County of Spokane**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as "COUNTY," jointly hereinafter referred to as the "PARTIES."

W I T N E S S E T H:

WHEREAS, it is the public policy of the federal government and state government to promote the designation, preservation, protection, enhancement and perpetuation of those structures, sites, districts, buildings, and objects which reflect outstanding elements of historic, archeological, architectural or cultural heritage for the enrichment of the citizens; and

WHEREAS, the City and County by joint resolution have created the Historic Landmarks Commission, which is responsible for the stewardship of historic properties in the City of Spokane, unincorporated areas of the County, and incorporated towns upon their request; and

WHEREAS, the purpose of this agreement is to continue the relationship between the City and the County in order to provide for historic preservation.

NOW THEREFORE the PARTIES agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the CITY through its Department of Historic Preservation will provide historic preservation services.

SECTION NO. 2: SCOPE OF SERVICES

Historic preservation services are outlined in the "Scope of Services" attached hereto as Attachment "A" and incorporated herein by reference. They include:

- Identifying and monitoring historic resources
- Providing community services
- Maintaining "certified status"

The scope of services and goals associated with each identified service will be revisited annually and modified as needed through mutual consent.

SECTION NO. 3: DURATION

This Agreement shall be effective January 1, 2019 and run through December 31, 2021 unless terminated earlier by the PARTIES.

SECTION NO. 4: COMPENSATION/FINANCING

The COUNTY'S funding toward the City Department of Historic Preservation and Landmarks Commission under this Agreement is as follows: January 1, 2019 to December 31, 2019 THIRTY THOUSAND DOLLARS ($30,000), January 1, 2020 to December 31, 2020 THIRTY-FIVE THOUSAND DOLLARS ($35,000), and January 1, 2021 to December 31, 2021 FORTY THOUSAND DOLLARS ($40,000). This amount will be reviewed annually and modified only by mutual agreement of the PARTIES.

SECTION NO. 5: PAYMENT

Under this Agreement, the COUNTY shall pay the CITY THIRTY THOUSAND DOLLARS ($30,000) in calendar year 2019 payable in equal semi-annual installments of FIFTEEN THOUSAND DOLLARS ($15,000); the COUNTY shall pay the CITY THIRTY-FIVE THOUSAND DOLLARS ($35,000) in calendar year 2020 payable in equal semi-annual installments of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS ($17,500); and the COUNTY shall pay the CITY FORTY THOUSAND DOLLARS ($40,000) in calendar year 2021 payable in equal semi-annual installments of TWENTY THOUSAND DOLLARS ($20,000); The first semi-annual installment shall be due on or after July 1st of each of the set forth calendar years. The second semi-annual installment shall be due on or after December 31st of each of the set forth calendar years. The CITY shall bill the COUNTY for its second semi-annual installment no later than January 15th of the following year.

The CITY shall make a request for payment to the County's representative with payment due within thirty (30) days after receipt of the CITY's request. At the sole option of the CITY, a penalty may be assessed on any late payment by the County based on lost interest earnings had the payment been timely paid and invested in the City Treasurer's Investment Pool.

In conjunction with each payment request, the CITY shall complete and forward to the COUNTY Grants Administrator at the below address a completed GRANT PROGRAM REPORT FORM, a copy of which is attached hereto as Attachment "B" and incorporated herein by reference. In the Report Form CITY shall report on progress toward their Outcome Measures as set forth in Attachment "A".

SECTION NO. 6: ADMINISTRATION

A. The City of Spokane Neighborhood and Business Services Director shall be in charge of administering this Agreement and ensuring that payment is made to the CITY for the purpose of financing, in part, the operations of historic preservation. The CITY Treasurer may, in the exercise of his/her reasonable discretion, establish a

special fund for the purpose of holding, investing, receiving, and disbursing the payment(s) pursuant to this Agreement.

B. In the event of a vacancy in the position of Historic Preservation Officer, the Landmarks Commission will conduct a search and recommend to the Mayor and Board of County Commissioners for their joint designation, the employment of an individual qualified to be Historic Preservation Officer (hereinafter "HPO"). The duties, functions, and location of any HPO will be under the control and authority of the City of Spokane Neighborhood and Business Services Director.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing:

COUNTY: Ms. Kari Grytdal
County Grants Administrator
1116 West Broadway
Spokane, Washington 99260

CITY: City of Spokane Mayor or his/her authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 8: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such

proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the agreement. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES specifically negotiated this provision.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

SECTION NO. 10: AMENDMENTS

This Agreement shall not limit the ability of the CITY and the COUNTY to enter into subsequent agreements to further the purposes of this Agreement.

SECTION NO. 11: COMPLIANCE WITH LAWS

The PARTIES shall comply with all applicable federal, state, and local laws and regulations.

SECTION NO. 12: ASSIGNMENTS

This Agreement is binding on the PARTIES and their heirs, successors, and assigns. No party may assign, transfer or subcontract its interest, in whole or in part, without the other PARTIES' prior written consent.

SECTION NO. 13: SEVERABILITY

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

SECTION NO. 14: COUNTERPARTS

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

SECTION NO. 15: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 16: TERMINATION

Any party may terminate this Agreement by sixty (60) days written notice to the other party. In the event of such termination, the CITY shall prorata refund to the COUNTY any prepaid compensation. The ownership of all property and equipment utilized by any party to meet its obligations under the terms of this Agreement shall remain with such party.

SECTION NO. 17: HEADINGS

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

SECTION NO. 18: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

SECTION NO. 19: AUDIT/RECORDS

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

SECTION NO. 20: PARTIES REPRESENTATIVES

The COUNTY hereby appoints and the CITY hereby accepts the COUNTY'S Grants Administrator or her designee, as the COUNTY'S liaison for the purpose of administering this Agreement. CITY hereby appoints and COUNTY hereby accepts CITY'S Director, Business and Developer Services or his/her designee, as CITY'S liaison for the purpose of administering this Agreement.

SECTION NO. 21: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 22: SURVIVAL

Without being exclusive, Sections 8 and 15 of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

SECTION NO. 23: PUBLICATION

CITY agrees that any publications (written or visual), excluding press releases, issued by the CITY describing Services funded in whole or in part with COUNTY funds under this Agreement and referencing any other funding agencies by name or logo shall also include the COUNTY's name or logo.

SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES

A. **Purposes:** See Section No. 1 above.

B. **Duration:** See Section No. 3 above.

C. **Separate Legal Entity:** This Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the parties that the City's Department of Historic Preservation provide historic preservation activities in the City and County as previously set forth in ordinances of the City (see chapters 4.35 and 17D.140 of Spokane Municipal Code) and ordinances or resolutions of the COUNTY.

D. **Responsibilities of the Parties:** See provisions above.

E. **Agreement to be Filed:** The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or will place the Agreement on its website.

F. **Financing:** Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. **Termination:** See Section No. 16 above. The City Department of Historic Preservation shall be allowed to acquire, hold, and dispose of real and personal property pursuant to City ordinance and State law.

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

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

BOARD OF COMMISSIONERS SPOKANE COUNTY SEAL SPOKANE COUNTY, WA

JOSH KERNS, Chair

ATTEST:

MARY KUNEY, Vice Chair

Ginna Vasquez
Clerk of the Board

AL FRENCH, Commissioner

18-0757

ATTACHMENT "A"
Scope of Work
January 1, 2019 - December 31, 2021
Historic Preservation Interlocal Agreement Services

Identification and Monitoring of Historic Resources

- **Goal:** The City will oversee the responsibilities of historic preservation in unincorporated Spokane County.
- **Goal:** The City will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County.
    - The City will enter into an interlocal agreement with 2-3 incorporated cities during the contract period
- **Goal:** Continue to maintain a computerized historic property inventory database of all county properties (benefits city/county department and citizens).

***Maintain* "Certified" Status**

- **Goal:** Carry out duties as Certified Local Government; fulfilling program obligations, which allow "Established" status and eligibility for grants.
- **Goal:** Process applications for Spokane and National Register status for Spokane County properties.
- **Goal:** Monitor activity on Spokane Register listings in Spokane County per recorded Management Agreement contracts and the provisions of Chapter 1.48 (Historic Landmarks Commission) of the Spokane County Code.
- **Goal:** Maintain Special Valuation program, monitoring County properties in the program.
- **Goal:** Review proposed renovation work on County Courthouse, in compliance with Spokane Register contract.

Community Services

- **Goal:** Encourage the use and redevelopment of historic properties in Spokane County by offering technical assistance and promotion of historic preservation incentives such as Special Tax Valuation to property owners.
- **Goal:** With additional staff support, there may be an opportunity to have staff prepare nominations to the Spokane Register of Historic Places for properties in unincorporated Spokane County.
- **Goal:** Outreach to the County will be a major priority for the Historic Preservation Office - additional staffing will give us the ability to begin educational outreach on the benefits of historic preservation.

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/5/2018
		Clerk's File #	OPR 2018-0727
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	**Cross Ref #**	
Contact Name/Phone	KARA 625-6988	**Project #**	
Contact E-Mail	KHEATHERLY@SPOKANECITY.ORG	**Bid #**	RFQ 4475-18
Agenda Item Type	Contract Item	**Requisition #**	CR19844
Agenda Item Name	4250 - CONSULTANT AGREEMENT WITH KPFF		

Agenda Wording

Consultant Agreement with KPFF for roadway realignment and trailhead access in conjunction with an assessment for a future Bosch Lot parking garage. An amount not to exceed $151,019.00 plus a 10% admin reserve of $15,101.90 not to exceed $166,120.90

Summary (Background)

As a part of the strategic priority to connect the river gorge and extend the Western boundary of Riverfront Park to Monroe street, the City is considering alternatives for trailhead access/parking at the Bosch Lot. Because the CSO tank was designed to potential handle a building structure, this scope of work will include looking at a future parking structure to confirm it's even possible if that desire was acted on in the next 20 plus years.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 166,120.90	**#** 3200-49854-95100-56501-86029
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PSCH 11/5/18
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kheatherly@spokanecity.org	
Additional Approvals		icmaccounting@spokanecity.org	
Purchasing	WAHL, CONNIE	mdoval@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The study will also look to relocate Summit Parkway to the north to increase space for recreational amenities, and to provide a 30% design of a roadway and interim surface parking solution because a parking garage if feasible would be decades in the future. The City will then coordinate efforts to reroute Summit Boulevard to the North with the Post Street Bridge construction schedule.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper

Public Safety Committee

Division & Department:	Public Works – Integrated Capital Management
Subject:	Bosch Lot Parking Structure Feasibility and Roadway Realignment
Date:	11/5/18
Contact (email & phone):	Kara Heatherly x6988
City Council Sponsor:	
Executive Sponsor:	Scott Simmons – Public Works
Committee(s) Impacted:	PIES/Urban Experience
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Investments: Urban Experience – River Connections PIES – Maximize Public Assets This project is schedule and funded in the 2019 capital program and any 2018 spending (minimal) has been funded through the series of Strategic Investment SBO's.
Strategic Initiative:	See above
Deadline:	Contract award by November 19
Outcome: (deliverables, delivery duties, milestones to meet)	Approve Consent item for Council Briefing November 12.

Background/History: *As a part of the strategic priority to connect the river gorge and extend the Western boundary of Riverfront Park to Monroe, the City is considering alternatives for trailhead access/parking at the Bosch Lot. In coordination with the current Post Street Bridge project there are certain efficiencies that can be realized by aligning the schedule of these two bodies of work. Because the CSO tank was designed to potential handle a building structure being placed over it, this scope of work is intended to determine the feasibility of parking garage to be constructed in the future. The study will also look to relocate Summit Parkway to the north to increase space for recreational amenities, and to provide a 30% design of a roadway and interim surface parking solution because a parking garage if feasible would be decades in the future. The City will then coordinate efforts to reroute Summit Blvd to the North with the Post Street Bridge construction schedule.*

Executive Summary:

- *Assess future parking garage feasibility*
- *Coordinate construction and design deliverables with Post Street Bridge ongoing DB contract work*
- *30% design of trailhead access and surface parking (completed design will be done in-house) to be constructed and reopened with the Post Street Bridge in 2020*
- *Work is funded through ORD C35655, SBO for River Connections, approved by Council on July 23.*
- *Contract Value: $151,019 – Contract Duration: November 2018 – May 2019*

Budget Impact:

Approved in current year budget? ■ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ■ No ☐ N/A

If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) N/A

Operations Impact: N/A

Consistent with current operations/policy? ☐ Yes ☐ No ■ N/A

Requires change in current operations/policy? ☐ Yes ☐ No ■ N/A

Specify changes required: N/A

Known challenges/barriers: N/A

City Clerk's No. _____

City of Spokane

CONSULTANT AGREEMENT

Title: BOSCH LOT PARKING GARAGE SITE

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KPFF**, whose address is 701 West Main Avenue, Suite B1, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **FUTURE BOSCH LOT PARKING GARAGE SITE ASSESSMENT, ROADWAY RELOCATION AND TRAILHEAD ACCESS** for the City; and*

WHEREAS, the Consultant was selected through a Request for Proposal No 4475-18.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on November 19, 2018, and ends on May 1, 2019, unless amended by written agreement or terminated earlier under the provisions.

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in the document titled "Exhibit A-1", attached as Exhibit A, and RFP 4475-18, attached as Exhibit B, which are attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. PAYMENT.
Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED FIFTY ONE THOUSAND NINETEEN AND NO/100 DOLLARS ($151,019.00)**, unless modified by a written amendment to this Agreement.

5. COMPENSATION/PAYMENT.
The Company shall submit its applications for payment to City of Spokane, Integrated Capital Management, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	**If to the Consultant:**
Integrated Capitol Management City of Spokane 2nd Floor - City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	KPFF 701 West Main Avenue, Suite B1 Spokane, WA 99201

10. SOCIAL EQUITY REQUIREMENTS.

A. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide

that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

14. AUDIT.
Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.
A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall

pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

16. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

17. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

18. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.
A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.
Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Spokane are public records which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. The Public Records Act (RCW Ch. 42.56) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records) or that there are apparent exemptions or redactions that Consultant could assert. In the latter case, Consultant will be notified of the request and pending release of records and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. If no Court order is procured by Consultant, the City will release the requested records.

23. DISPUTES.
Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

24. TERMINATION.
A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.
B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions

in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

KPFF	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments: Exhibit A – Scope of Work
Exhibit B – RFP 4475-18 and KPFF's Response to RFP
Exhibit C – Debarment Certificate

18-195

Exhibit A

Scope of Work

Bosch Lot Parking Garage Site Assessment, Roadway Relocation, and Trailhead Access
Alternative Analysis and Preliminary Engineering

INTRODUCTION

This Project for the City of Spokane Parks and Recreation Division (City) is to develop site plans and deliver preliminary design concepts for the realignment of Summit Parkway and a trailhead parking area to coincide with a future parking structure on Parks property (the Bosch lot site). As a future condition, the feasibility of placing a parking structure over the realigned roadway will also be assessed to ensure any needed space for this potential is preserved.

The objectives of this project are to:

a) develop a near term layout of the site that will use surface parking adjacent to the realigned Summit Parkway which could also be oriented to preserve the potential for a future parking garage footprint;
b) assess the feasibility of siting a future parking garage such that it maximizes the space on this site for recreation (passive and active);
c) realign Summit Parkway to potentially run underneath the future garage such that is also maximizes the property for recreational use.

The purpose of this study is to assess the feasibility of different opportunities for recreation and passive space on the site by relocating Summit Parkway to the north. In order to complete the scoping exercise for this joint space, the recreational amenity boundary needs to be defined. The boundary will be defined by the space required for the future parking facility, if found to be feasible, the relocation of Summit Parkway regardless of the feasibility of a parking structure, space required to maintain access to the Interceptor Storage Facility, and the placement of trailhead parking.

PROJECT TEAM

The project team members include:

Owner	City of Spokane
Prime Consultant	KPFF Consulting Engineers
Structural and Civil Engineering	KPFF Consulting Engineers
Architecture/Landscape	Bernardo Wills Architects
Electrical Engineering	Trindera
Traffic and Signal Engineering	Fehr & Peers
Geotechnical Engineering	GeoEngineers
Environmental	GeoEngineers
Surveying and Right of Way	White Shield

SCOPE OF WORK

The project scope of work includes the following tasks:

Task 1.0: Project Management
Task 2.0: Data Collection and Review
Task 3.0: Develop Alternative Concepts
Task 4.0: Alternative Analysis and Evaluation
Task 5.0: Preliminary Design

This scope of work and fee estimate (Exhibit B) is based on a six-month delivery schedule, beginning in November, 2018. Consultant's ability to meet this schedule is contingent on timely receipt of input and reviews by the City and provided the scope progresses as outlined. A tentative project schedule follows:

Contract Begins	November, 2018
Milestone 1: Site Footprint for future parking garage	February 15, 2019
Milestone 2: Delivery of 30% Road Design and trailhead parking	April 5, 2019

This agreement for preliminary engineering may be amended to include final design work at the sole discretion of the City and subject to mutual agreement. The initial work is the only work that will be contracted in the beginning and any subsequent work to include permitting, geotechnical, final design, services during construction or other related needs if the City decides to proceed, would occur via a written contract amendment.

The Consultant will provide the following services:

Task No. 1.0 – Project Management

The Consultant will provide project management and administration services for the various work elements described in this document.

1.1 - Project Administration

Consultant will provide services required to manage the contract, enter into professional agreements with subconsultants, prepare and process monthly invoicing, progress reporting, develop and track a project schedule, and other management duties.

Consultant shall prepare and submit invoices monthly. A progress report will be prepared to accompany each invoice that summarizes key decisions/issues, work complete, and work anticipated by project task.

1.2 – Project Communication and Coordination

Consultant will partner and coordinate with the City to accomplish the project. Coordination will include voice and written correspondence with the City. Consultant will facilitate project coordination meetings with the City and project team on an as-needed basis, typically assumed to be bi-monthly. Work includes meeting agenda and minutes that incorporate action items.

Consultant Team will proactively coordinate and communicate design issues, drawing and document upload and download, and ftp site maintenance.

1.3 – Quality Control/Assurance

Consultant shall manage the team, reviewing team performance for Scope, Schedule, Budget, and Percent Complete.

Consultant will perform independent internal quality control document review for interdisciplinary coordination and conformance with the requirements of the Work described in the Scope of Services.

Task 1.0 Deliverables

- Monthly Progress Report and Invoice (.pdf electronic format)
- Meeting Agenda and Minutes
- Project Schedule

Task 1.0 Assumptions

- 6-month project duration
- Up to 12, one-hour coordination meetings with an average of three consultant team attendees
- No public outreach, formal stakeholder communication, City Leadership/Council coordination are included in this scope of work.

Task No. 2.0 – Data Collection and Review

2.1 – Supplemental Survey and Basemapping

Supplement current survey basemap for Post Street Bridge Project with data from the CSO record drawings and additional topographic and terrain model survey data, to include the following:

- Extend topographic and terrain model survey north, from Summit Parkway right-of-way to the north, including Lots 19, 20, 21, and 22, the east half of Lot 16, Post's Addition to Spokane Falls.
- Locate Combined Sewer Overflow (CSO) vault lids and verify depths to bottom of tanks.
- Topographic and terrain model survey of approximately an additional 150 linear feet of Lincoln Street right-of-way to the approximate limit of the north end of Lot 22.

Consultant will supplement existing basemap and digital terrain model to provide a project basemap and model.

2.2 – City Records

The Consultant will obtain (from the City) and review record drawings for:

- Bosch Lot CSO Tank Construction
- Monroe/Summit Parkway Signalization
- Monroe Street Bridge Reconstruction (for storm drainage coordination)

The Consultant will obtain and review City utility records as required to verify existing storm drainage and utility facilities.

The Consultant will obtain and review applicable City Municipal Codes, Building Codes and Ordinances, Comprehensive Plan, Design Standards and Specifications, and previous studies to include:

- Review zoning code – North River Overlay.
- Review RCO Entitlements
- Review previous Garage Concepts from Uptick

2.3 – Environmental Research and Site Reconnaissance

The Consultant will complete baseline research and review using sources of information such as project-specific technical reports, maps, and design drawings as well as on-line species and habitat mapping data for the project area.

The Consultant will conduct a site reconnaissance to evaluate environmental considerations associated with the project. Field visit will consist of qualitative (general) documentation and characterization of the site and immediate and adjacent vicinity. If more involved field assessments are required, Consultant will notify the Agency prior to proceeding.

2.4 – Traffic Data Collection

CONSULTANT will collect peak hour turning movement counts for the AM (7:00 – 9:00 a.m.) and PM peak hour. The following intersections will be included:

- W Summit Parkway/N Lincoln Street
- W Summit Parkway/N Monroe Street

CONSULTANT will coordinate with the City of Spokane Staff to obtain signal as-built and signal timing information.

2.5 – Preliminary Geotechnical Review

The purpose of the preliminary geotechnical review will be to assist in the feasibility and siting assessment of the proposed Parking Garage, based on review of existing information and engineering analyses.

2.5.1 – Review of Existing Data

The Consultant will review available geotechnical investigations and associated work for:

- Bosch CSO Tank Project.
- N Monroe St/Summit Parkway Signalization Project
- Publicly available data of surrounding and similar locations based on an in-house file review and records request from the City

2.5.2 – Garage Siting and Preliminary Foundation Recommendations

Consultant will evaluate feasible locations on the site for siting the proposed Parking Garage based on existing subsurface information. Preliminary recommendations will be provided to the project structural engineer regarding feasible foundation options. The following potential conditions are anticipated for evaluation:

- Using the existing CSO tank and foundations for support of the proposed Parking Garage
- New shallow spread footings
- Deep foundations

For feasible shallow spread footings, preliminary recommendations for allowable soil or rock bearing pressures, coefficient of friction and passive pressures to estimate resistance to lateral loads, settlement estimates, and mitigation of unsuitable soil that might be present at or below foundation grade will be provided. For deep foundations, preliminary estimates of axial and lateral capacity for up to two feasible deep foundation systems will be provided.

Consultant will evaluate potential surcharge loads imposed on the existing CSO tank from the proposed Parking Garage.

Seismic design information (seismic site class) will also be provided.

2.5.3 – Identify Future Work Needs

Based on the results, if additional work is necessary to complete the design of the roadway realignment and surface parking lot, the Consultant will propose a change order to this contract to incorporate that additional work.

2.5.4 – Report

The Consultant will prepare draft preliminary report compiling information and stating existing conditions and anticipated design values.

Upon receiving review comments from the Design Team and the City, the Consultant will revise the preliminary report as needed.

Task 2.0 Assumptions:

- City will provide all survey control information available
- City will obtain current Post St. Bridge basemap from the design-build team.
- City will provide record drawings of Bosch Lot CSO Tank and improvements, Monroe/Summit Parkway signalization project, and Monroe Street Bridge Reconstruction project.
- One mobilization is assumed for the survey work.
- City will provide additional lot information for boundaries of Bosch Lot parcels.
- No additional work is currently included for delineation of the OHWM of the Spokane River for definition of the shoreline offset.
- Pavement Thickness design is not included in this scope of services. City minimum section for arterials or assumed section will be used for this evaluation.
- Assume storm drainage may be treated and metered at an allowable flow rate to the City's existing MS4 system and outfall. No infiltration rate evaluation is included within this scope of services.
- City will provide previous geotechnical investigations of projects within the project area.

Task 2.0 Deliverables

- Civil 3D 2010 format basemap and PDF of stamped and signed topographic map.
- Draft and Final Preliminary Geotechnical Report

Task No. 3.0 – Alternative Concepts Development
This Task will define the Design Criteria for the Project, and develop alternatives for engineering and architectural evaluation. The alternative concepts will be developed by KPFF staff, BWA staff, and City staff in a series of web meetings. The Goal is to identify basic concept layouts that meet the City's objectives:

1) Site footprint for a future parking garage on the "Bosch Lot" which:

a. Meets all applicable codes and building requirements,

b. Addresses all site restrictions based on presence of and required access to Interceptor Storage Facility on site.

c. Considers the feasibility for the garage to straddle a relocated Summit Parkway and still maintain access to the garage.

d. Provides a **minimum of 225-250** parking stalls

e. Maximizes recreational space along the south side of the property

2) Realignment of Summit Parkway to the north and under the future parking garage structure

a. Preliminary design of the proposed roadway relocation which meets all applicable requirements (traffic, storm drainage, etc.) site restrictions and access needs, and sight/visibility coordination with the proposed garage and safety standards.

3) Layout of surface parking that preserves the future garage footprint (if determined to be feasible) and provides a seamless experience for the park use between the parking area and Veteran's Park.

4) Preparation of 30% design documents for the realigned road and surface trailhead parking facility to be designed and constructed by the City immediately following this work, independent of parking garage feasibility.

3.1 – Design Criteria

Consultant will document applicable Design Criteria for developing the new road alignment, roadway intersection and trailhead parking (including storm drainage, lighting, EV charging, landscaping requirements).

Consultant will also document zoning criteria and foundation assumptions only for the parking structure.

3.2 – Traffic Analyses

Consultant will consider traffic impacts at W Summit Parkway/N Lincoln Street and W Summit Parkway/N Monroe Street.

Consultant will forecast future traffic considering a construction year of 2020 and a design year of 2040 for the AM and PM peak hours to determine future operations at the two study intersections. The operational considerations will inform the development of up to three (3) design alternatives for realignment, signalization and roundabout traffic control, and/or detection improvements to be constructed as part of the project.

Traffic analysis will be completed using Synchro 9.0 or Synchro 10 (version to match City's current licenses. Roundabout analysis will be completed in SIDRA 7.0.

The results of the study will be summarized in a Draft Traffic Analysis Memorandum.

3.3 – Parking Structure Feasibility and Concepts

Team will prepare for and attend three **(3)** 2-hour web meetings. Goal of the meetings is to identify site constraints, verify project goals, brainstorm conceptual layouts, discuss advantages and disadvantages and feasibility of layout alternatives, and identify a maximum of two **(2)** concepts for parking structure layout.

Consultant will develop concept layouts into schematic design plans and further vet the concepts for feasibility to include:

- Preliminary structural analyses to identify likely basic member sizes and typical foundation elements for the concepts
- 2-D functional parking planning services for up to (2) layout schemes for the Bosch Lot Garage Feasibility. Parking planning studies may include several iterations of layouts for the two different schemes and will include the following:
  - Research and apply City of Spokane parking regulations.
  - Incorporate owner specific parking regulations.
  - Apply ADA parking regulations.
  - Provide basic AutoTurn studies, if needed.
  - Perform studies of each layout scheme in 2-D AutoCAD
- Provide basic structural metric data, such as approximate beam size for given spans, and identify any apparent conditions that might create a special structural engineering condition different from standard garages.

3.4 – Summit Parkway Realignment and Trailhead Parking

The Consultant will design and draft up to three **(3)** conceptual layouts of revised roadway alignments and intersection configurations. Layouts will consider access to parking structure alternative(s), the feasibility of a roundabout at Summit/Lincoln, pedestrian access and enhanced crossing(s) as needed, and trailhead parking lot configuration.

Access to parking structure alternatives will be designed and evaluated and trailhead parking lot layouts will be developed.

3.5 – Respond to Owner Comments

Alternative layouts of all elements above will be presented to the City at an in-person meeting for review and comment. Consultant Team will revise concepts by incorporating City review input.

Task 3.0 Assumptions

- No assessment of parking garage utility/lighting needs are included in this scope of work
- Up to three 2-hour web meetings with up to six consultant team members attending

Task 3.0 Deliverables

- Design Criteria Document (.pdf format)
- Draft Traffic Analysis Memorandum (.pdf format)
- Up to two (2) concept layouts for Parking Structure (if feasible) (.pdf format)
- Up to three (3) concept layouts for roadway/trailhead parking/intersection improvements (.pdf format)

Task No. 4 – Alternative Analysis and Evaluation

The Consultant will develop and analyze designs of feasible options to the extent that they may be compared and evaluated to determine the preferred solution for the roadway realignment and trailhead parking components.

4.1 – Develop Evaluation Criteria

The Consultant will develop criteria for evaluating the feasible roadway and trailhead parking solutions. Criteria may include traffic, maximizing recreational space, non-motorized, constructability, environmental and cost amongst others.

The Consultant will assemble an evaluation matrix to assist with the evaluation process and coordinate and refine it with City input prior to evaluating the alternatives.

4.2 – Intersection Capacity Analysis (Fehr & Peers)

The Consultant will analyze up to three **(3)** identified alternatives for W Summit Parkway/N Lincoln Street and W Summit Parkway/N Monroe Street for the AM and PM peak hour. The alternatives will consist of at least one roundabout and one signalized alternative. Analysis will be completed in Synchro Version 9 or 10 (version to match the City's current licenses) and SIDRA 7.0. The summary of the analysis will be documented in a Final Traffic Analysis Memorandum.

4.3 – Constructability Analysis

The Consultant will identify potential complex constructability issues of the parking structure that may either increase cost or impact use of public facilities and the new roadway. Constructability issues for the roadway and trailhead parking will be identified for the purpose of comparative evaluation.

4.4 – Comparative Costs

Concept-level planning costs will be developed for the roadway and trailhead parking elements to the extent needed for comparative evaluation purposes. Complete budgetary cost estimates are not anticipated to be required for this effort.

Cost estimate for the parking structure will not be done at this time.

4.5 – Evaluation

The Consultant team will meet to evaluate the feasible options, and will prepare an initial draft evaluation of the parking structure, roadway and trailhead parking elements. Draft evaluation matrix will be provided to and coordinated with the City at an in-person meeting. The Consultant will refine the evaluation and findings as needed.

A preferred solution for the roadway and trailhead parking elements will be carried forward into Task 5 for preliminary design. Any comments the City has on the preferred solution will be accommodated in Task 5.

Task 4.0 Assumptions

- Analysis for parking structure will be limited to identifying complex constructability issues to support feasibility assessments.

The following items are not included:

- Incorporation of owner-specific landscape ordinance/regulations. Landscaping will be evaluated on a square foot basis for cost and required area.
- Research and application of COS Pedestrian Access Standards and Guidelines per North River Overlay 17C.160. Basic PROWAG accessibility guidelines will be used for this evaluation.
- Downtown Spokane Design Guidelines for Type 1 Complete Street (Community Connector). Only power system upgrades will be evaluated in this study for additional complete streets features. Additional program elements will be evaluated at a future phase
- Centennial Trail coordination, alignment and trailhead connection revisions. Feasibility study will provide connections to current configuration for this study.

Task 4.0 Deliverables

- Traffic Analysis Memo (.pdf format)
- Evaluation Criteria (.pdf format)
- Evaluation Matrix (.pdf format)

Task No. 5 – Preliminary Design

The Consultant will perform preliminary design for the preferred solution for Summit Parkway realignment and trailhead parking lot.

5.1 – Preliminary Summit Parkway Realignment Plans

The Consultant will develop preliminary designs and prepare concept-level plans for Summit Parkway realignment and lot for the preferred solution by the City.

Drawings are anticipated to include:

- Cover Sheet
- Existing Site Plan
- Site Preparation Plan
- Road Plan and Profile
- Typical Sections
- Channelization and Signing Plan
- Signal Plan(s) for Monroe/W. Summit Parkway, Lincoln/W. Summit Parkway

5.2 – Preliminary Trailhead Surface Parking Lot Plans

Consultant will design a concept-level surface parking lot layout in the footprint for the preferred alternative future parking garage location, if determined to be feasible.

Drawings are anticipated to include:

- Site plan (showing pavement and curb construction, landscape areas, finish grade contours, and storm drainage layout
- Striping plan
- Connection to Centennial Trail

5.3 – Preliminary Estimate of Construction Costs

The Consultant will verify items of work, quantities, and unit prices for proposed construction. Results will be tabulated in a preliminary cost estimate that will include appropriate design contingencies.

5.4 – Preliminary Design Report

The Consultant will develop a report that summarizes the evaluation process, site constraints, and concepts considered and decisions that resulted in the development of the concept parking structure and associated roadway realignment and trailhead parking layout.

The report will also serve as a roadmap for future implementation and will include:

- Parking structure concept layout
- Design assumptions and criteria
- Preliminary Plans
- List of applicable permits and environmental documentation
- Preliminary Construction Cost

The report will identify the appropriate and applicable permits and environmental documents

Task 5.0 Deliverables

- Preliminary Design Report and Plans (Draft and Final) (.pdf format)

Task 5.0 Assumptions

- The preliminary cost estimate is not intended to be a complete project budgetary estimate.
- Preliminary plans will not include TESC
- Storm drainage facilities and utilities will be shown on the roadway plan/profile and surface parking site plan
- No lighting plans will be included. Instead internal sketches will be leveraged to develop costs.

Fee Proposal
Bosch Lot Parking Garage Site Assessment, Roadway Relocation, and Trail Access
KPFF Consulting Engineers and Subconsultants

Oct 23, 2018

	Description	KPFF (Civil)	KPFF (Structural)	Bernardo Wills Architects	GeoEngineers	Fehr & Peers	Trinderra	White Shield	Total Cost
Task 1	**Project Management**	**$ 7,253**	**$ 320**	**$ 7,126**	**$ 1,431**	**$ 1,906**	**$ 840**	**$ 138**	**$ 19,014**
1.1	Project Administration	$ 1,342	$ -	$ 1,520	$ 257	$ 754	$ 120	$ 138	$ 4,131
1.2	Project Communication and Coordination	$ 4,260	$ 320	$ 3,072	$ 984	$ 844	$ 480	$ -	$ 9,960
1.3	Quality Control/Assurance	$ 1,651	$ -	$ 2,535	$ 191	$ 308	$ 240	$ -	$ 4,924
Task 2	**Data Collection and Review**	**$ 1,518**	**$ 1,704**	**$ -**	**$ 10,344**	**$ 2,801**	**$ -**	**$ 5,467**	**$ 21,833**
2.1	Supplemental Survey and Basemapping	$ 240	$ 320	$ -	$ -	$ -	$ -	$ 5,467	$ 6,026
2.2	City Records	$ 692	$ 772	$ -	$ -	$ 592	$ -	$ -	$ 2,056
2.3	Environmental Research and Site Reconnaissance	$ -	$ -	$ -	$ 1,138	$ -	$ -	$ -	$ 1,138
2.4	Traffic Data Collection	$ 160	$ -	$ -	$ -	$ 2,209	$ -	$ -	$ 2,369
2.5	Preliminary Geotechnical Review	$ 426	$ 612	$ -	$ 9,206	$ -	$ -	$ -	$ 10,245
Task 3	**Alternative Concepts Development**	**$ 14,298**	**$ 7,908**	**$ 16,852**	**$ 1,780**	**$ 4,655**	**$ 3,552**	**$ -**	**$ 49,044**
3.1	Design Criteria	$ 266	$ 639	$ 718	$ 363	$ -	$ 240	$ -	$ 2,227
3.2	Traffic Analyses	$ 293	$ -	$ -	$ -	$ 3,611	$ -	$ -	$ 3,904
3.3	Parking Structure Feasibility and Concepts	$ 3,089	$ 6,923	$ 12,705	$ 1,417	$ -	$ 1,776	$ -	$ 25,909
3.4	Summit Parkway Realignment and Trailhead Parking	$ 9,266	$ -	$ 1,576	$ -	$ 592	$ 1,056	$ -	$ 12,490
3.5	Respond to Owner Comments	$ 1,385	$ 346	$ 1,852	$ -	$ 451	$ 480	$ -	$ 4,514
Task 4	**Alternative Analysis and Evaluation**	**$ 4,260**	**$ 6,763**	**$ 3,356**	**$ 363**	**$ 7,747**	**$ 1,200**	**$ -**	**$ 23,690**
4.1	Develop Evaluation Criteria	$ 586	$ 772	$ 200	$ 363	$ -	$ 240	$ -	$ 2,161
4.2	Intersection Capacity Analysis	$ 160	$ -	$ -	$ -	$ 7,747	$ -	$ -	$ 7,907
4.3	Constructability Analysis	$ 852	$ 1,278	$ 1,379	$ -	$ -	$ -	$ -	$ 3,509
4.4	Comparative Costs	$ 1,491	$ 506	$ 1,379	$ -	$ -	$ 960	$ -	$ 4,336
4.5	Evaluation	$ 1,172	$ 4,207	$ 399	$ -	$ -	$ -	$ -	$ 5,778
Task 5	**Preliminary Design**	**$ 18,456**	**$ 1,656**	**$ 3,935**	**$ 881**	**$ 7,448**	**$ 1,200**	**$ -**	**$ 33,576**
5.1	Preliminary Summit Parkway Realignment Plans	$ 8,946	$ -	$ -	$ -	$ 5,335	$ -	$ -	$ 14,281
5.2	Preliminary Trailhead Surface Parking Plans	$ 4,846	$ -	$ 1,836	$ -	$ -	$ -	$ -	$ 6,681
5.3	Preliminary Estimate of Construction Costs	$ 1,598	$ -	$ -	$ -	$ 1,806	$ 720	$ -	$ 4,123
5.4	Preliminary Design Report	$ 3,067	$ 1,656	$ 2,099	$ 881	$ 308	$ 480	$ -	$ 8,491
Total Labor Cost by Firm		**$ 45,784**	**$ 18,350**	**$ 31,269**	**$ 14,799**	**$ 24,558**	**$ 6,792**	**$ 5,605**	**$ 147,157**
Reimbursable Costs by Firm		**$ 97**	**$ -**	**$ 340**	**$ 100**	**$ 2,400**	**$ -**	**$ 924**	**$ 3,861**
Prorated Salary Escalation by Firm		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Project Cost		**$ 45,882**	**$ 18,350**	**$ 31,609**	**$ 14,899**	**$ 26,958**	**$ 6,792**	**$ 6,529**	**$ 151,019**



kpff

STATEMENT OF QUALIFICATIONS

CITY OF SPOKANE PARKS AND RECREATION DIVISION

RFQ No. 4475-18
Future Bosch Lot Parking Garage Site Assessment, Roadway Relocation, and Trailhead Access

KPFF CONSULTING ENGINEERS | 07.23.18

DAVID A. CONDON
MAYOR

CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

JULY 16, 2018

ADDENDUM NO. 1

REQUEST FOR QUALIFICATIONS #4475-18 – FUTURE BOSCH LOT PARKING GARAGE SITE ASSESSMENT, ROADWAY RELOCATION AND TRAILHEAD ACCESS

This Addendum 1 to Request for Qualifications #4475-18 for FUTURE BOSCH LOT PARKING GARAGE SITE ASSESSMENT, ROADWAY RELOCATION AND TRAILHEAD ACCESS is being issued to clarify the level of detail required in responses and verify the due date of submittals.

1. In section 4.1 of the RFQ the first paragraph reads: Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. Use recycled paper whenever practicable. **Proposals shall not exceed twenty (20) pages in length, single sided, 11-point font. Divider or tab sheets must be void of project specifics related to the Proposal.** The letter of submittal, cover/end or divider sheets, resumes, and insurance certificate will not be included in the 20-page count limitation. The major sections of the Proposal are to be submitted in the order noted below:

   This Addendum amends and replaces the first paragraph under section 4.1 to now read: Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. Use recycled paper whenever practicable. **Proposals shall not exceed ten (10) pages in length, single sided, 11-point font. Divider or tab sheets must be void of project specifics related to the Proposal.** The letter of submittal, cover/end or divider sheets, resumes, insurance certificate, **and firm's experience** will not be included in the 10-page count limitation. The major sections of the Proposal are to be submitted in the order noted below:

   We realize we are asking for a tight turn around. With both reducing the maximum page number to reduce the consultant workload and by not counting the firm's experience information within the 10 pages so more space is available for other topics, it is our intent to both provide some relief and still maintain the City's timeframe to finish this work.

2. **The due date for submitting proposals remains to be MONDAY, JULY 23, 2018 – 1:00 P.M. local time.**

Connie Wahl

Connie Wahl, C.P.M., CPPB
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

KPFF Consulting Engineers

Company

Authorized Signature

Letter of submittal

kpff

July 19, 2018

Kara Heatherly, City of Spokane
Integrated Capital Management, Second Floor
808 West Spokane Falls Boulevard
Spokane, WA 99201-3343

RE: Statement of Qualifications for RFQ No. 4475-18 - Future Bosch Lot Parking Garage Site Assessment, Roadway Relocation and Trail Access

Dear Kara and Members of the Selection Committee,

The Future Bosch Lot Parking Garage Site Assessment, Roadway Relocation, and Trailhead Access project will create a vibrant center that promotes accessibility for all modes of transportation and establishes the site layout for your future garage. KPFF is currently designing your Post Street Bridge, and our project manager, Lloyd Wind, has extensive experience with our bridge group and will assure a well-coordinated project. Lloyd has extensive experience in the development of alternatives for roadways, trails, parking lots, and traffic circulation. Sara Roberts, our Parking Structure Concepts lead, has led KPFF's efforts for structured parking alternatives, siting studies, and final designs. Sara's experience, coupled with BernardolWill's experience on this site, will produce the optimal garage siting. Our team also includes GeoEngineers for geotechnical and environmental support, White Shield for survey, Trindera for electrical and lighting design, and Fehr & Peers for signal design. We will leverage our past experience working with each of these subconsultants to successfully deliver this project.

Together, our team brings the expertise needed to deliver your scope of work:

SCOPE ITEM	QUALIFICATIONS
Site footprint for a future parking garage on the Bosch Lot	Sara Roberts leads all aspects of our structured parking projects. KPFF has evaluated site access, site studies, and design of over 20 structured parking facilities in Washington. Our experience is reflected in our efficient garage layouts resulting in lower construction costs for our clients.
Realignment of Bridge Avenue to the north and under the future parking garage structure	Together, our roadway and bridge groups have designed over 20 road and bridge projects and our roadway and garage groups have worked together over 20 times. This close design integration has resulted in a keen understanding of design City and WSDOT bridge design standards and circulation around garages. My 28 years of roadway design provides extensive experience for realigning Bridge Avenue.
Layout of surface parking that preserves the future garage footprint and provides a seamless experience for the park use between the parking area and Veteran's Park	As the civil engineer of record for numerous transit centers, trail parking lots, and public facilities, KPFF has designed dozens of surface lots. Our experience ranges from a 32-stall lot in the City of Sumner, to a 300-stall surface lot for Northgate Mall in Seattle. I have taken several surface lots through construction, and am very knowledgeable about construction tolerances for paving. Our work on trails and public parks will provide the type of smart design for wayfinding, lighting, and landscaping.

Preparation of 30% design documents for the realigned road and surface trailhead parking facility

The KPFF team is well-versed in preparation of 30% documents. All of our team members are final design firms, and understand the critical aspects of a 30% design to assure the overall project objectives are being met. I recently completed roadway projects for City of Tukwila (including a bridge) and City of Bellingham with 30% packages. Our experience working with our bridge group and anticipating their design needs results in a well coordinate roadway/bridge interface.

Our team is committed to providing you with responsive and quality service, and to seeing this project through to completion. If you have any questions, please feel free to contact me at 206.926.0476 or lloyd.wind@kpff.com.

Sincerely,

Lloyd Wind, PE
Project Manager

David McMullen, PE
Principal

REQUIRED INFORMATION

Our team exceeds your minimum qualifications. We are licensed to do business in the State of Washington, and our team has more than five years of experience in structural, civil, architectural (structure and landscape), mechanical, electrical, and cost estimating.

No current or former City employees have been employed by or on the governing board of KPFF, BernardolWills, GeoEngineers, Trindera Engineering, Fehr & Peers, or White Shield in the previous twelve months.

KPFF, BernardolWills, GeoEngineers, Trindera Engineering, Fehr & Peers, and White Shield will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise noted by the City.

	Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written	Legal status of the firm	Location of the facility from which the Firm would operate
KPFF	Monica Moravec 1601 Fifth Avenue, Suite 1600 Seattle, WA 98101 P 206.926.0572 I F 206.622.8130 I E monica.moravec@kpff.com	Corporation	1601 Fifth Avenue, Suite 1600 Seattle, WA 98101
BernardolWills	Dell Hatch 153 South Jefferson Street, Spokane, WA 99201 P 509.838.4605 I F 509.838.4605 I E dhatch@bwarch.com	Corporation	153 South Jefferson Street, Spokane, WA 99201
GeoEngineers	Teresa Dugger 523 East Second Avenue, Spokane, WA 99202 P 509.363.3125 I F 509.747.2250 I E tdugger@geoengineers.com	Corporation	523 East Second Avenue, Spokane, WA 99202
Trindera	Tyler Spence 1875 N Lakewood Drive, Suite 300 Coeur d'Alene, ID, 83814 P 509.435.4008 I F 888.972.1887 I E tspence@trindera.com	S Corporation	204 N Division Street, Suite 300 Spokane, WA 99202
Fehr & Peers	Chris Grgich 1001 4th Avenue, Suite 4120 Seattle, WA 98154 P 206.576.4220 I F 206.576.4225 I E c.grgich@fehrandpeers.com	S Corporation	1001 4th Avenue, Suite 4120 Seattle, WA 98154
White Shield	Stuart Fricke 320 N. 20th Avenue, Pasco, WA 99301 P 509.547.0100 I F 509.547.8292 I E sfricke@whiteshield.com	Corporation	320 N. 20th Avenue, Pasco, WA 99301

Technical proposal



Project approach/methodology

The Future Bosch Lot Parking Garage Site Assessment, Roadway Relocation, and Trailhead Access project will create a vibrant center that promotes accessibility for bicycles, pedestrians, and vehicular traffic, as well as establishes the site layout for your future garage. This project will be well coordinated with your Post Street Bridge Project, which is being designed by KPFF bridge designers. Working with City staff, we will realign Bridge Avenue, improve trail access, and develop the site layout for your future garage. The KPFF team is well versed in the development of alternatives for siting garages and traffic improvements and analysis for selection of the apparent best alternative for 30% design. We are excited about improving accessibility to the trailhead and developing an efficient circulation for your surface lot and future garage. Our circulation design will consider the surface lot traffic and access while considering future needs of the garage. All roadways, signals, lighting, and landscaping will consider the surface lot and garage layouts.

Understanding of project objectives

Objective 1: Assess the feasibility of siting a future parking garage such that it maximizes the space on this site for recreation

SITING OF PARKING GARAGE

Assessing the feasibility of a future structured parking facility involves planning for the future while coordinating the present. As demand increases, the parking capacity will need to grow to accommodate this need, and our team will identify the key parameters to allow for a future garage to be built at this site. The program needs for the future 250-stall garage need to be identified in this feasibility phase, and the facility needs to be sized, orientated, and located such that it is coordinated with a currently planned design-build bridge replacement project, planned roadway relocation projects, and the need to maintain surface parking.

GEOTECHNICAL CONSIDERATIONS

From a geotechnical standpoint, assessing depth to rock and characterizing the overlying historic fill will be of critical importance for siting and developing foundation design recommendations for a parking garage. GeoEngineers anticipates that foundation loads will have to extend to rock (either via spread footings bearing directly on rock or deep foundations bearing in or on rock). Although outside of the geotechnical evaluation, subsurface information near the site also indicates that environmental contaminants of concern have been encountered in the area, including metals (lead, arsenic), petroleum-based hydrocarbons, and PAHs. Sufficient subsurface characterization is important to develop feasible and cost-effective foundation system options that take into account the impacts of excavating into and removing the overburden soil. Additionally, siting of a proposed parking garage will have to consider the potential interaction between the parking garage and Interceptor Storage Facility, and how the proposed garage will have to be designed to limit potential overstressing of the Interceptor Storage Facility roof, walls, and foundations. Depending on plans for the proposed parking garage and grades, evaluating potential cost and scheduling impacts caused by rock excavation also could be a critical geotechnical component of the project.

Objective 2: Realign Bridge Avenue to potentially run underneath the future garage such that it also maximizes the property for recreational use

The success of this project and the Post Street Bridge project is dependent on close coordination for alignment, utilities, drainage, lighting, and urban design elements. KPFF is the lead engineer on the Post Street Bridge project, and our team will work closely with the Post Street Bridge team for all aspects. The roadway alignment must be developed considering the Borsch Site restrictions and efficient alignments for the bridge. This site may also provide recreational facilities. Our team will work with the City to understand the range of facilities and incorporate siting for recreational facilities as part of our realignment of Bridge Avenue. Our garage siting will consider Bridge Avenue running under the garage to save space for other amenities. Incorporating access is an important aspect of this project for all modes of travel. The realignment of Bridge Street provides the opportunity to develop safe routes from parking and future garage to the park and trail while efficiently moving traffic.

Objective 3: Develop a near term layout of the site that will use surface parking adjacent to the realigned Bridge Avenue

Our site layout will incorporate a surface lot adjacent to Bridge Avenue. Our team has over 20 projects that include development of surface lots, traffic circulation, signalization, and consideration of structured parking or future expansion. Considerations will include the staging of construction, access to the Centennial Trail and Veteran's Park during construction, path finding from the parking lot to the local amenities, and emergency access and circulation.

Project-wide considerations

Stakeholders

Having worked on transportation projects throughout the state, KPFF understands the importance of clear stakeholder coordination. This will be particularly important for objectives two and three. Our team will support City staff on all communications with stakeholders, including:

- Facilitate discussions during alternative development
- Develop graphics to show site layout, including all planned facilities, to be used for public open houses and/or meetings with third parties

Environmental/permitting

GeoEngineers has extensive experience related to environmental permitting and negotiating with regulatory agencies. GeoEngineers' scientists understand that projects near/adjacent to the Spokane River can require significant permitting. Projects of this nature require a comprehensive understanding of local, state, and federal jurisdictions, their specific regulations, and how they interact with one another.

Work plan

Stakeholders

The KPFF team will begin the project by working with City staff to identify the stakeholders in the project, and their agendas and constraints. Key stakeholders include the City of Spokane Parks and Recreation Division (City), the City of Spokane Department of Engineering for Post Street Bridge and public utilities, power utilities, communications utilities, park and trail users, and the local community. Constraints for non-City utilities typically include access requirements by large maintenance equipment, access for ductwork repair and site restoration issues, and costs and schedule impacts for relocation.

Design criteria

Design criteria will be established for:

- Roadway design, including lane widths, circulation, signal placement, and posted speed
- Surface parking lot, including number of stalls, stall width and length, lighting, landscaping requirements, and circulation
- Structural parking, including number of stalls, height restrictions, stall width and length, lighting, and safety considerations
- Geotechnical criteria for garage, roadway cross section, and any miscellaneous structures
- Pedestrian access and any bicycle facilities

Design charrette and alternatives analysis

A design charrette with the City and the KPFF team is recommended to begin the project. The charrette is typically facilitated as a dialogue with key City stakeholders and the design team, which allows for several alternative ideas to be identified. After

the charrette, the KPFF team will evaluate the alternatives for any fatal flaws and identify the best alternatives that provide a key benefit, lowest public cost, or other key parameters as defined by the City. The KPFF team will then evaluate the short list of alternatives for:

- Project costs
- Benefits to the City
- Safety of the facility
- Impacts to right-of-way or public access
- Operational efficiencies and construction schedule

Based on the engineering evaluation of the alternatives, two to three alternatives will be selected for final evaluation. The City may elect to engage in a public involvement process for the community. These alternatives can be presented to the public to gain feedback about additional concerns and design elements. The KPFF team will incorporate the public input, as directed by the City, to optimize the final alternatives. The alternatives will be scrutinized and modified to provide a similar function and then evaluated for constructability, operational requirements, cost, property impacts, interim construction, and safety. A draft report summarizing the alternatives and the analysis will be submitted to the City for review and concurrence. The design team will work with the City to develop an appropriate ranking system, and then identify the alternative that achieves the goals and objectives of the project.

Design-specific approaches

Roadway

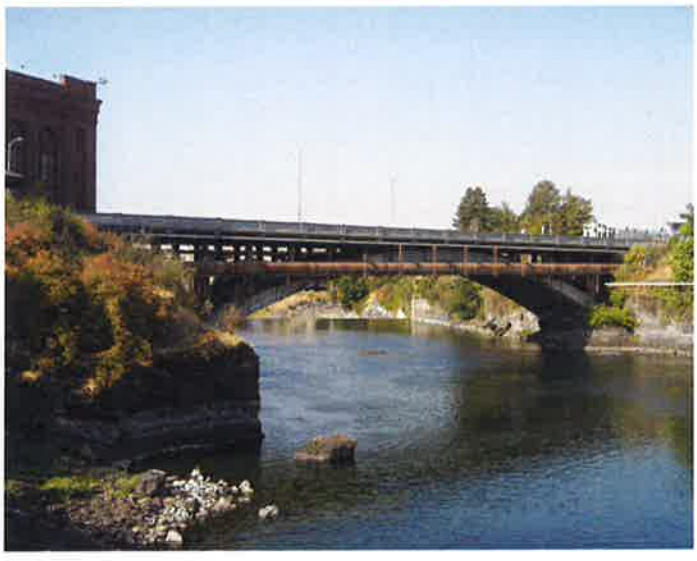
Roadway realignment will be based on applicable posted speed and design speed based on roadway classification. If applicable, traffic calming measures could be incorporated such as a speed table, to help facilitate access to Veteran's Park amenities. Realignment will trigger all crossings to have a maximum 2% cross slope. Maximum Extent Feasible (MEF) documentation will need to be done to the extent required by the City. The intersection with North Lincoln Street presents the need for additional scrutiny for a safe crossing treatment.

Multimodal facilities

The proximity of the Centennial Trail provides an opportunity for the project to include enhancements for multimodal facilities. The KPFF team is well-versed in many multimodal types of facilities, and will design lighting, signage, and path-finding for all users.

Utilities

The coordination with the utilities is one of the most important issues. Utility owners may have concerns with relocations, limiting access to their facilities, schedules for relocations, property rights for relocations, and costs for relocations. Many times utilities want to relocate with separate contractor forces, which can complicate work for the City contractor. KPFF has successfully worked with a multitude of utilities and relocations. We are currently working on a City of Bothell project along SR 522 utilizing a Joint Utility Trench for utility relocation



KEY CHALLENGE

Advancing site layout and roadway realignment for seamless coordination and schedule alignment with the Post Street Bridge project

The Post Street Bridge design team cannot finalize their layout without detailed input and coordination with the Bridge Street design team. KPFF is the lead engineer on the design-build team for the Post Street Bridge, and our teams will work hand-in-hand to develop the overall site and realigned Bridge Street efficiently. Our bridge group and roadway groups are located on the same floor, which facilitates coordination and design integration. These two groups work together on several bridges a year.

within the right-of-way, which moves the utilities out of a reinforcement zone for a retaining wall.

Right-of-way and easement acquisition

Currently, the City owns the properties along this project, and the existing road is public right-of-way. Right-of-way plans will be prepared to support the right-of-way acquisition process. We can either support the City in acquisition or provide an acquisition team that can employ appropriate appraisal techniques to appraise the property, and acquire with applicable supplemental local, state, or federal requirements.

Stormwater management

KPFF promotes sustainable design through early project involvement and active cross-disciplinary coordination. We understand the value of a low-impact and forward compatible approach to stormwater design. For this project, our design will adhere to the Spokane Regional Stormwater Manual (SRSM) and the Department of Ecology Stormwater Management Manual for Eastern Washington. We hope to take advantage Veteran's Park being adjacent to the roadway by exploring creative landscaping concepts to provide water quality treatment for pollution generating surfaces. Some of the potential LID measures may include:

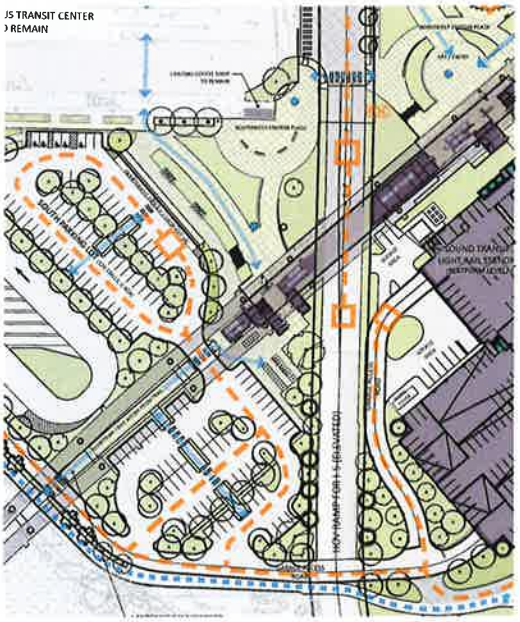
- Landscaped bioretention basins
- Wet pond
- Compost amended bioswales
- Media filter strips and tree planting
- Filterra or Modular Wetland systems

Our team will investigate infiltration and on-site stormwater management. Our geotechnical approach, below, provides further discussion.

Geotechnical and soil remediation

Key geotechnical tasks include:

- Developing a model of subsurface conditions underlying the site.
- Evaluating potential siting layouts for the proposed parking garage in coordination with the project design team based on the subsurface model, and identify ideal infiltration opportunities for stormwater.
- Providing recommendations for design and construction of foundations to support the parking structure. Design recommendations will depend on final site layout, grading plans, and depth to bedrock.
- Providing pavement thickness design recommendations for the realignment of Bridge Avenue. Evaluate the feasibility of on-site disposal of stormwater via infiltration.
- Providing recommendations for site preparation and earthwork, including the suitability of on-site soil for reuse as structural fill, gradation criteria for imported structural fill, criteria for structural



CASE STUDY

Lynnwood City Center Station

KPFF worked with a collaborative final design team to develop site layouts and revisions to the roadway grid at the Lynnwood City Center Station (LCC). The LCC Station is at the heart of where two regional trails converge, the Interurban and Scriber Creek Trail. This project integrates a new shared use trail through the site, including connections to new bike lanes added to the surrounding roadway grid. A joint low-volume shared use roadway within the site serves both vehicles and bicycles connecting the station with adjacent arterials. Bike lockers were integrated with pedestrian plazas, green space, benches, and public art. The needs of pedestrians and cyclists were balanced with the transit and passenger vehicle demands at the site. Urban features, such as textured and pigmented pavement, bollards, and rumble strips, are being incorporated to encourage safe driving and reduced speeds.

fill placement, and compaction and mitigation of unsuitable soil that might be present at foundation or pavement subgrade.

Permitting

GeoEngineers has developed an understanding of the permitting processes that will help the City of Spokane achieve their project goals. Based on GeoEngineers' experience, environmental permitting assistance services associated with the proposed study may include:

- State Environmental Policy Act (SEPA) Checklist.
- Preparation of City/Ecology Critical Areas Ordinance and Shoreline Management Plan variance/exemption applications.
- The project appears to be located within 200 feet of the Spokane River. Therefore, a Shoreline Permit is expected under the proposed project.
- Potential development of technical discipline reports as needed or requested by applicable jurisdictional agencies.

GeoEngineers will work closely with the project team and City to identify additional environmental permits that may be required as part of the proposed project. GeoEngineers will also work with the team to identify ways to combine applications and streamline the permitting process.

Structured parking

Assessing the feasibility of a future structured parking facility involves planning for the future – the parking capacity demand increases – and coordinating the present – the re-aligned roadway and the current parking. Our team will identify the key parameters to allow for the future garage construction at this site – the alignment of Bridge Avenue, grade-separation for connections, the foundations required for the future parking facility, and construction phasing to maintain surface parking. The future demand – identified as minimum 250-stalls – will be used as the baseline for this feasibility study, but our team will also work with you to identify factors that may influence this projected demand so that this feasibility study encompasses the unknown nature of future parking demand increases. One key aspect of this initial feasibility study is to identify the geotechnical requirements for the re-aligned Bridge Avenue, the future parking facility, and the overall site. Our experienced team knows that geotechnical parameters can significantly impact construction costs and schedule durations. The Bosch Lot is sufficiently large and oriented such that it will allow for a future parking facility, as long as the right steps are identified now to preserve that future footprint. Our experienced team will evaluate different layout schemes that balance the future alignment and program needs.

KEY CHALLENGE

Developing garage alternatives that best fit the site and future needs

We understand the need to have a vision for the entire site including structured parking while advancing the Bridge Street realignment and surface parking. The KPFF Team brings this specific experience. The City of Bellingham was interested in the feasibility of building a public parking garage on a triangular site. KPFF developed three options for the potential project – The Identified Parcel Option, the Expanded Footprint Option, and the Rectangular Footprint Option. While other similar options were investigated, these three provided the best layout using the different property constraints. The rectangular layout was determined to be the most feasible for the parking garage.

Architecture

The future parking facility must fit into and be a part of its surroundings. The form of the facility will be led by its dual functions – to provide efficient parking combined with architecture that enhances the surrounding community. There are five potential design faces to this facility – the north and west that face the City, the east and south that face the park, and the internal re-aligned Bridge Avenue that is a public right-of-way. This initial phase will identify the key elements of each interface, and set the basis for the future facility.

Project aesthetics and landscaping

BernardoIWills gives our team a unique understanding of the goals for aesthetic design of the project. Working directly with the Parks department, our team recognizes firsthand the larger planning goals that the project will address. The alternatives analysis phase will establish good fundamental guidelines and visioning for the proposed improvements.

30% plans, specifications, and engineer's cost estimate

The ultimate engineering product for this project is anticipated to be a complete set of 30% construction documents including alignment and right-of-way plans, roadway plan, profile, and typical sections, storm drainage detention and water quality plans, utility and franchise utility protection and relocation plans, paving, grading, and drainage plans, structural foundation plans, signal and illumination, pavement marking and signing, MEF documentation and associated detailed intersection grading plans, and associated cost estimate. Key items to consider during the final design will be future accessibility utilities, construction phasing and methodology regarding traffic, and long-term maintenance requirements.

Schedule

An initial schedule is provided below, to be refined following project kick-off.

Deliverables

- Monthly invoices and progress reports
- Meeting agendas and minutes
- Quality assurance plan
- Survey basemap
- Concept level site layout showing CSO tank, garage, trail access, road alignment, and bridge
- Draft geotechnical memorandum
- Preliminary site layouts, including surface lot, garage, bridge, road, and trail access
- Preliminary circulation graphics for parking lot, roadway, and garage
- Preliminary site layout showing traffic movement and signal phases
- Site footprint for future parking garage
- 30% road, utility, drainage, lighting, parking lot design, and trail access

TASK	START	END	2018 SEPT	2018 OCT	2018 NOV	2018 DEC	2019 JAN	2019 FEB
Notice to proceed	9/10/18	9/10/18	◆					
City kick-off meeting	9/18/18	9/18/18		◆				
Data collection/survey basemap	9/18/18	10/18/18		■	■			
Develop high-level alternatives for garage, trail access, roadway, and parking	9/18/18	10/8/18		■				
Design charrette	10/2/18	10/2/18			◆			
Ongoing coordination with Post Street Bridge team	10/9/18	2/1/19			■	■	■	■
City review - debrief/workshop	10/16/18	10/16/18			◆			
Open house **(optional)**	12/1/18 1/15/19	12/1/18 1/15/19				◆	◆	
Advance siting, access, and impacts Milestone 1: Site footprint for future parking garage complete	11/7/18	12/14/18			■	■		
Advance 30% package Milestone 2: Delivery of 30% road design and trailhead parking	10/10/18	2/1/19			■	■	■	◆

LEGEND:

◆ Meeting ◆ Key deliverable

Management proposal

Project management

Project team structure/internal controls

Our project manager, Lloyd Wind, bring 28 years of experience managing multidisciplinary teams to deliver successful projects. As your main point of contact, he will work with you to establish scope, schedule, and budget; lead regular coordination meetings; and disseminate information throughout the team as needed. Lloyd will implement a Project Management Plan that addresses the unique needs of this project, and will work with his team to develop a clear work plan with a thorough breakdown of tasks, manpower, project schedule, and anticipated level of effort. Throughout the project, Lloyd will monitor risks and address changes to keep the project on track.

KPFF has an excellent track record of managing multidisciplinary teams. KPFF has established efficient protocols for project management that assure team members work together to deliver projects on schedule and budget while minimizing the need for client oversight. Each of our subconsultants, shown in the organizational chart below,

Quality control processes

Our QA/QC Lead, **Monica Moravec**, will lead our quality assurance (QA) and quality control (QC) processes. In order to verify and assure quality on this project, we will establish a Quality Management Plan that institutes a rigorous QA/QC process to augment the day-to-day over-the-shoulder check-ins. Our QA process will begin with the transition of the concept plans to the final design team. We will integrate senior designers with appropriate experience who can provide strategic direction, allowing outstanding design issues to be addressed early on. QA continues

CITY OF SPOKANE
PARKS AND RECREATION

PROJECT MANAGER

Lloyd Wind, PE
KPFF Consulting Engineers

PRINCIPAL-IN-CHARGE

Monica Moravec, PE ★
KPFF Consulting Engineers

CORE TEAM

Roadway
Keith Ireland, PE
KPFF Consulting Engineers

Parking Structure Concepts
Sara Roberts, PE, SE
KPFF Consulting Engineers

Bob Wills, AIA, NCARB
Bernardo | Wills

Survey/Right-of-Way
Peter Kowatsch, PLS
White Shield

Drainage/Utilities
Nathan Anderson, PE
KPFF Consulting Engineers

Electrical/Lighting
Tyler Spence, PE
Trindera

Landscape Architecture
Bill LaRue, ASLA
Bernardo | Wills

Geotechnical
Dave Lauder, PE
GeoEngineers

Structural
Paul Georgieff, PE
KPFF Consulting Engineers

Signals
Chris Grgich, PE, PTOE
Fehr & Peers

Environmental
Jason Poulsen, PWS
GeoEngineers

★ Prime responsibility and final authority for proposed work

throughout the life of the project through a systematic process. The QA process includes everyone on the design team, from drafters and subconsultants to City staff.

Risk management

Managing and addressing risk is Lloyd's highest priority. Early identification and effective management of project risks through design and construction is crucial to meeting project and schedule and budget. Lloyd will work with the City to create a risk log that will be used to track individual risks, identify the stakeholders involved, and determine steps needed for resolution. Status updates on all potential risks will be communicated to the City throughout the design. Select examples of KPFF's ability to quickly identify and mitigate risks are shown in the table below.

One potential risk for this project is potential communication issues with the Post Street bridge project, which will rely on the Bridge Street team to finalize their layout on schedule. KPFF has a history of successfully managing the process of coordinating the design of complex projects that are adjacent to each other. We routinely work with other clients and engineers to assure a seamless interface between projects. For example, Lloyd was the lead roadway engineer on the Mercer West project, a project that initiated where the earlier East Phase had terminated. The East Phase had commenced construction as the West Phase was still in design, and as the City's priorities and philosophies – in particular, pedestrian and bicycle facilities – changed over time, Lloyd and KPFF managed to coordinate with the East Phase design team to make minor adjustments to their roadway section to accommodate and allow for a safe and effective transition for non-motorists. In addition to our experience coordinating between projects, our team has the added benefit of KPFF being the lead engineer for the Post Street Bridge. Lloyd has successfully worked with David McMullen, the principal-in-charge for the Post Street Bridge project, on multiple bridge projects, including the recently completed Tukwila Pedestrian and Bicycle Bridge.

Staff qualifications/experience

Please see the table on page 9 for responsibilities, qualifications, and anticipated time commitment for each of our team members. Resumes further outlining our team's qualifications can be found on the following pages. KPFF commits that the staff identified on the following page will actually perform the assigned work, and that any staff substitution will have the prior approval of the City.

PROJECT	RISK	ACTION	RESULT
Edmonds Interurban Trail	Lack of legal right-of-way documentation and property lines, which potentially impact trail location	Lloyd worked closely, every week, with City staff and surveyors on every parcel to bring consensus to property lines. Additional research was required to understand the history of the properties and property line modifications	Each parcel conflict was resolved to allow the trail project to be built successfully
East Marginal Way	High likelihood of encountering contaminated materials during excavation, but contamination levels and limits were unknown	Facing a compressed schedule and limited budget that could not fund on site testing and analysis for a three-mile corridor, KPFF worked with our environmental subconsultant to perform a hazardous materials study using available records and nearby project documents to identify likely locations and levels of contamination	The client is pursuing grant opportunities with an estimated cost that includes realistic contaminated material disposal costs, eliminating potential budget impacts later in the project life cycle
Madison BRT Program	Finding existing utilities within proposed pole foundations on an urban arterial	Potholing all proposed foundations before construction	Eliminated construction delay and change order risk

STAFF / RESPONSIBILITIES	QUALIFICATIONS	HOURS
Lloyd Wind, PE Project management	» Local Agency Guideline (LAG) Manual and WSDOT experienced project manager » Practical, smart approach for cost-effective design	32/week
Monica Moravec, PE Oversight, QA/QC	» Experienced in risk register development and mitigation » Focused on controlling cost creep on public projects	10-20/ month
Keith Ireland, PE Roadway and trails design	» Former WSDOT employee, giving him a strong understanding of apply Local Agency Guideline (LAG) Manual and WSDOT requirements to his projects » Skilled at designing site layouts to incorporate circulation between roadway and parking structures, including emergency service	30/week
Nathan Anderson, PE Drainage and utility design	» Experience with stormwater/utility design in Eastern Washington » Excellent track record of succeeding in multidisciplinary teams	30/week
Paul Georgieff, PE Structural design	» Five years of experience working closely with the City on the University District Gateway Bridge, giving him a strong understanding of City processes » Skilled at working as part of a multidisciplinary team	20/month
Sara Roberts, PE, SE Parking structure concepts	» Passionate about structure parking – specifically right-sized structured parking » Extensive personal experience delivering garages for public and transit agencies and private owners » Full range of experience, from planning through final design and construction	60/month
Bob Wills, AIA, NCARB Parking structure concepts	» Performed previous design work for the Bosch Lot garage structure » More than 40 years of experience, including extensive work with the City	30/month
Bill LaRue, ASLA Landscape architecture	» Very familiar with the site, relating to I40 Control Facility Site Planning work » Past experience redeveloping Veteran's Park during the Monroe Street Bridge Replacement project	30/month
Dave Lauder, PE Geotechnical engineering	» Extensive experience working around the proposed site » Understanding of subsurface conditions » Strong relationship with the City of Spokane Parks and Recreation Department	20/week
Jason Poulsen, PWS Environmental/permitting	» Experience collaborating with the City and local agencies » Understands local and state permitting requirements » Strong familiarity and experience with the City and SEPA/NEPA procedures and project permitting	20/week
Peter Kowatsch, PLS Survey	» Current experience on the Post Street Bridge and Approaches » Experienced in right-of-way, topographic, and boundary surveys for City projects	24/week
Trevor Spence, PE Electrical and lighting	» Experience providing electrical engineering services for the City since 2010, giving him a strong understanding of both City standards and the City design process » Knowledge of the project area and experience working with project stakeholders	20/week
Chris Grgich, PE, PTOE Signal design	» Familiar with City and WSDOT requirements for new signals » Skilled at considering both vehicles and pedestrians/bicyclists at signals, essential for this project where pedestrians and bicycles will be traveling between the proposed parking area and the park	20/week



Lloyd has 28 years of experience managing multidisciplinary teams for local agency projects, including planning, design, PS&E preparation, and construction support for roadway, bridge, and trail and sidewalk construction. Lloyd is a hands-on project manager, experienced in overseeing the full range of multidisciplinary services for roadway and trail design, waterline and sanitary sewer improvements, stormwater detention and water quality, and site development. Lloyd has delivered multiple federal- and state-funded projects, and brings a strong understanding of both WSDOT and local regulations through his coordination with multiple local agency roadway projects.

Lloyd Wind

PE

Project Manager

FIRM
KPFF

EDUCATION
BS, Civil Engineering, Montana State University

REGISTRATIONS
Professional Engineer, WA, No. 30797

City of Tukwila, Andover Park West, *Tukwila, WA*
Lloyd was the project manager for PS&E for a federally funded project for two new concrete bus pullouts and widening and overlay for 2,000 feet. The project included roadway widening, median planters, concrete intersection, sidewalk and pavement treatment, sidewalk tree planters, and new pedestrian heads and APS pedestrian pushbutton upgrades. The work also included new 12-inch ductile iron water main through a commercial/retail area.

City of Marysville, State Avenue Improvements, *Marysville, WA*
Lloyd was the project manager for preparation of PS&E and right-of-way plans for this federally funded project, which widened two miles of two- and three-lane roadway to five-lane arterial. Improvements included rubblization of concrete pavement, road reconstruction, new drainage system and regional detention pond, curb, gutter, sidewalk, 18-inch water line, 30-inch sewer line, illumination, signal systems, and median and curbside landscaping.

City of Bellingham, James Street Bridge Replacement and Road Improvements, *Bellingham, WA*
Lloyd served as the civil project manager for the south phase of this project, consisting of improvements to 1/4 mile of arterial roadway and replacement of two structurally deficient bridges. Work included revising arterial roadway route and associated evaluation of horizontal and vertical alignment; retaining walls, barriers, and sidewalk; stormwater detention and water quality facilities; channelization and signing; illumination; and full PS&E preparation per LAG Manual requirements.

City of Bothell, 39th Avenue SE Connector, *Bothell, WA*
Lloyd was the project manager for roadway engineering, hydraulic analysis, and utility studies to develop numerous alternative alignments to create an arterial link in the vicinity of 39th Ave SE between 240th and 228th St SE. Alternatives included widening existing streets and new alignments through undeveloped parcels. The design included low-impact design elements, context sensitive design elements, identifying utility and drainage relocations, and coordinating with utility owners to define proposed improvements.

City of Tukwila, Tukwila Pedestrian and Bicycle Bridge, *Tukwila, WA*
Lloyd was the civil engineer for a TS&L report and PS&E for a new multi-use trail and pedestrian/bicycle bridge over the Green River, part of a new pedestrian corridor connecting Tukwila Urban Center to Sounder Commuter Rail/ Amtrak Station. Key elements included low-impact stormwater treatment, cost estimating for civil improvements and PS&E preparation to LAG Manual guidelines for FHWA funding.



Monica is a principal at KPFF, and manages the Seattle office's transportation department. She specializes in transit, WSDOT, local municipality, and major utility projects. Her experience includes predesign studies through preparation of construction documents and cost estimates. Monica is familiar with the regulations and permit requirements for transportation projects throughout the state. Through her work on hydraulics reports, she is especially knowledgeable of the WSDOT Hydraulics Manual, Highway Runoff Manual, and the Washington State Department of Ecology Stormwater Manual. Monica has earned her clients' respect through her attention to budget, scope, and schedule while managing complex projects with several stakeholders.

Monica Moravec

PE

Principal-in-Charge

FIRM
KPFF

EDUCATION
BS, Civil Engineering, University of Wisconsin, Platteville

REGISTRATIONS
Professional Engineer, WA, No. 31003

City of Seattle, Mercer West Project, *Seattle, WA*
Monica was the project manager for this project to reconstruct and widen several streets, construct a six-lane pre-stressed girder bridge, improve traffic and pedestrian signalized intersections, enhance pedestrian and bike accessibility, install sustainable infrastructure, and construct complex electrical, drainage, communication, sewer, and ITS utilities. Other project elements included several major structural walls, a cycle track, and significant urban design features.

City of Bellevue Roadway Projects, *Bellevue, WA*
Sound Transit, East Link Extension
For this transit project, Monica led design for full arterial and interstate ramp roadway realignment, full roadway reconstruction, and partial roadway reconstruction, including roadway widening or rehabilitation, through the City of Bellevue. The work included alternatives analysis and development of cost saving concepts during early work, and continued into full PS&E document preparation through final design. This project included a parking structure with transit circulation.

City of Tukwila, South 154th Parking Lot, *Tuwkila, WA*
Monica was the project manager for this 75-stall parking lot project. Project elements included extensive research regarding an existing stream piped through the site including historical documents; downstream drainage analysis; TESC and water quality; detention; utility relocation; coordination with local water and sewer district; paving, grading, and striping; demolition of existing structures; coordination with roadway signalization; management of emergency system and lighting; and fire truck circulation.

City of Seattle, Royal Brougham Cycle Track, *Seattle, WA*
Monica was the principal-in-charge for 500 linear feet of two-way cycle track. Work included turning movement evaluation and documentation, development of plans, specifications, and bid items/quantity takeoffs for integration into current WSDOT contract documents. The project included extensive coordination with the WSDOT team for roadway section and paving, ADA ramp grading documentation, storm drainage, utility relocation and coordination, channelization, signing, signal modifications, landscaping, site preparation, and ITS.

City of Seattle, East Marginal Way, *Seattle, WA*
Monica was the principal-in-charge for the reconstruction of East Marginal Way. The project includes multimodal improvements, smart traffic signal upgrades, a two-mile separated bike facility, and corridor-wide accessibility improvements. KPFF led the design for roadway reconstruction, bike facilities, pedestrian improvements, transit and freight improvements, and utilities.



Keith is experienced in delivering projects that include roadway geometric and site 3D modeling, site layout, grading, ADA compliant design, and utility design. His design experience ranges from concept level layouts through to full PS&E design. As a former WSDOT employee, Keith is well-versed in applying WSDOT and local agency design standards to transportation projects to meet funding requirements. Keith is skilled at designing facilities with complex requirements and site constraints to meet project requirements.

Keith Ireland

PE

Roadway

FIRM
KPFF

EDUCATION
BS, Civil Engineering, Washington State University

REGISTRATIONS
Professional Engineer, WA, No. 51083

Kittitas County, No. 6 Bridge Replacement, *Kittitas County, WA*
Keith was the civil engineer for this County bridge replacement project, which included 500 feet of roadway profiling and reconstruction. Design elements include roadway and private driveway grading and construction, as well as stormwater, culvert, wall, and guardrail design. The project was completed using a phased approach during the winter to reduce impacts to canal, reduce roadway closure time, and handle the Eastern Washington weather limitations.

City of Shoreline 185th Avenue NE, 5th Avenue NE, and 8th Avenue NE Improvements, *Shoreline, WA*
Sound Transit, Lynnwood Link Extension
As the lead roadway designer for local roads on part of a larger transit project, Keith led the design of the roadway realignment, profile grading, and roadway reconstruction. Design elements include signalized intersection, roundabout, bike lakes, and shared use pathway. Keith led multidisciplinary coordination with stormwater and utility design for the local roads. Further multidisciplinary coordination was required to integrate the local roads design for a future transit center and establish pedestrian connections.

City of Bellevue, Bellevue Way SE HOV Lane, *Bellevue, WA*
As the lead roadway engineer on this project, Keith prepared preliminary roadway plans and cost estimates for a number of project configurations during the alternatives analysis phase. The preliminary options included concept level planning and costs for all major elements of work beyond the roadway prism, including retaining walls, storm drainage, and utility relocations. After a preferred option was chosen he led the advancement of those drawings to 30% design.

City of Seattle Brooklyn Ave NE and 43rd St Improvements, *Seattle, WA*
Sound Transit, Northgate Link Extension
As a civil engineer for local roads on part of a larger transit project, Keith completed design of the site preparation and demolition, road and sidewalk restoration, road profile, intersection grading, drainage, and utilities for an urban curb-free city street. The design was taken from conceptual design sketches to issue for construction drawings. The design was focused on maintaining existing building elevations while doing a full rebuild of the roadway section to meet the requirements of the local neighborhood.

City of Bellevue 130th Station, *Bellevue, WA*
Sound Transit, East Link Extension
As part of a larger transit project, Keith led the site design and grading for a grading of a 300-stall park-and-ride at grade, meeting City land use codes and green space requirements. Local roadway connecting the park and ride were designed to meet the growing demands from the transit station.



Nathan has 14 years of experience with transportation design and project management. He has led design team efforts on projects that include local street reconstruction, roadway alternative analyses, and multimodal roadway improvements. His design experience includes roadway geometrics, stormwater management, utilities relocation and coordination, ADA pedestrian improvements, and cost estimating/specifications. He has a strong history of working closely with local agency staff and adhering to municipal and state processes, regulations, and design standards. Nathan is skilled at successfully completing projects that require close coordination with large multidisciplinary teams.

Nathan Anderson

PE

Drainage/Utilities

FIRM
KPFF

EDUCATION
BS, Civil Engineering, Purdue University

REGISTRATIONS
Professional Engineer, WA, No. 47391

City of Liberty Lake, Harvard Bridge Revision, *Liberty Lake, WA*
Nathan served as civil lead for this Type, Size, and Location Study for modifications to the Harvard Bridge to add an additional travel lane. Nathan led design efforts that developed roadway widening, utility relocation, and stormwater alternatives for the roadway approaches to the bridge. His analysis of stormwater solutions required adherence to the WSDOT Hydraulics Manual and the state DOE Stormwater Management Manual for Eastern Washington.

City of Kenmore, 62nd Avenue NE Corridor Improvements, *Kenmore, WA*
Nathan served as project manager for this project that improved pedestrian safety by constructing sidewalk from SR 522 to NE 187th Street on 62nd Avenue NE. A new enclosed storm drainage system was installed and utilized bioretention for treatment of surface runoff. Three traffic calming circles were installed at the intersections of NE 182nd Street, NE 184th Street, and NE 185th Street. The project also included retaining walls, pavement patching, and storm drainage.

City of Tukwila, Andover Park West/ Tukwila Transit Center, *Tukwila, WA*
Nathan was the lead utility and roadway designer for PS&E for a federally funded project for two bus stops and widening and overlay for 2,000 feet of Andover Park West. The project included roadway widening, median planters, concrete intersection, decorative sidewalk and pavement treatment, sidewalk tree planters, new pedestrian heads and APS pedestrian pushbutton upgrades, and a new 12-inch ductile iron water main through a commercial/retail area. The project also included reconstruction and layout revisions to adjacent parking area for Southcenter Mall, as well as parking lot revisions for changes in access for adjacent businesses. Nathan was responsible for all elements of the waterline and roadway design, and for coordination with the gas, electric, and sanitary sewer utilities.

City of Tukwila, Intersection Improvements, *Tukwila, WA*
Nathan served as project manager and lead designer for a project that involved ADA-compliant sidewalks/crosswalks, pavement widening, signalization, and drainage improvements to two intersections. Nathan led an interdisciplinary team of designers and subconsultants and was the key point of contact for the client.

City of Seattle, Mercer West Project, *Seattle, WA*
Nathan was a roadway design engineer for this project to reconstruct and widen several streets, construct a six-lane pre-stressed girder bridge, improve traffic and pedestrian signalized intersections, enhance pedestrian and bike accessibility, install sustainable infrastructure, and construct complex electrical, drainage, communication, sewer, and ITS utilities.



Paul's experience includes TS&L studies, structure assessments, and design and preparation of plans and specifications for both highway and pedestrian bridges. He has a strong history of working on multidisciplinary teams for projects with numerous stakeholders. His past bridge designs include various styles of precast, pre-stressed concrete girders as well as more complicated curved steel tub girders and a cable-stayed bridge. Paul has strong analysis experience and utilizes it through the load rating and settlement assessment of steel truss, steel girder, and precast pre-stressed concrete girder bridges.

Paul Georgieff

PE

Structural

FIRM
KPFF

EDUCATION
MS, Civil Engineering, University of Wisconsin

BA, Mathematics, University of Vermont

REGISTRATIONS
Professional Engineer, CA, No. 82386

City of Spokane, University District Gateway Bridge, *Spokane, WA*
Paul is the design engineer and project manager for a 460-foot-long cable-stayed foot-bridge. The three-span bridge will cross MLK Jr Way and three BNSF railroad tracks to connect the WSU campus to a developing area. As prime project manager, Paul led a design team that included Civil Engineers, Architects, Landscape Architects, Lighting Designers, and Electrical Engineers. The bridge consists of rolled steel girders supported by 32 stay cables that connect to a 120-foot-tall precast concrete arc, positioned between the roadway and the railroad tracks.

City of Spokane, Riverfront Park Bridge Inspection and Analysis, *Spokane, WA*
Paul was the bridge inspector and project engineer for inspection and assessment of 11 pedestrian bridges. He inspected and evaluated the current condition of the bridges and provided improvement and maintenance recommendations which included repair, rehabilitation, or replacement. Bridge types included steel truss, steel girder with timber deck, concrete box, concrete, and suspension.

WSDOT, I-90 Slide Curve Bridge and Walls, *Kittitas County, WA*
Paul was the design engineer for design of a 1,152-foot-long bridge and 335 linear feet of slide stabilization wall up to 55 feet deep for a proposed I-90 road-widening project adjacent to Keechelus Lake. The bridge consists of precast concrete girders and is supported on concrete shafts socketed into bedrock. The slide stabilization wall is constructed of shafts likewise socketed into bedrock.

Skagit County, Illabot Creek Channel Restoration, *Skagit County, WA*
Paul is a Project Manager and Lead Engineer for this project, which includes two bridges and roadway improvements over Illabot Creek on Rockport-Cascade Road. The design included removal of the existing culvert, construction of two new channels for Illabot Creek beneath the bridges, installation of two new pre-cast concrete girder single-span bridges with spread footing foundations, installation of scour protection in the form of riprap, and improvements to the roadway approaches on either side of and between the bridges.

Sound Transit, University of Washington Station Pedestrian Bridge, *Seattle, WA*
Paul was the design engineer for final design of the 400-foot-long UW Station Pedestrian and bicycle bridge. The 30- to 34-foot-wide curved steel tub girder bridge was slated to begin at Sound Transit's Husky Stadium rail station and cross Montlake Boulevard. Design required close coordination with the station designers, as the building served as the bridge's abutment. Further coordination was also required to assess the bridge foundation's effect on an adjacent parking structure.



Sara is a leading designer of structured parking garages. Sara plays a key, central role in the delivery of structured parking facilities and large multi-structure projects that are integrated with vehicle processing and parking. Sara has managed several parking garage projects, leading large multidisciplinary teams through the entire project delivery process from initial programmatic and siting studies, to design and construction. She understands the importance of early planning, and identifying expectations so the facility is designed and built around the owner's goals. By balancing the demands on the facility, she is able to generate parking and structure layouts that are efficient, and facilitate intuitive and rapid traffic flow with safe pedestrian movements throughout.

Sara Roberts

PE, SE

Parking Structure Concepts

FIRM
KPFF

EDUCATION
BS, Civil Engineering, Princeton University

REGISTRATIONS
Professional Engineer (Civil and Structural), WA, No. 38538

City of Bellingham, Fairhaven Parking Study, *Bellingham, WA*
The City of Bellingham was interested in the feasibility of building a public parking garage on a triangular site. Sara developed three options for the potential project: The Identified Parcel Option, the Expanded Footprint Option, and the Rectangular Footprint Option. While other similar options were investigated, these three provided the best layout using the different property constraints. The rectangular layout was determined to be the most feasible for the parking garage.

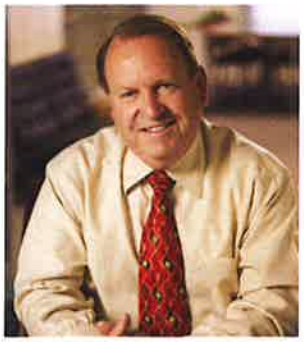
City of Everett, Everett Station Parking Garage, *Everett, WA*
Sara was the project manager of the KPFF-led multi-disciplinary team for 30% design of Everett Transit's first parking garage. The flat site had poor soils, and design alternatives included building a portion of the garage underground as a mitigation for poor soils. KPFF supported Everett Transit's grant funding application process, and coordination with numerous stakeholders such as Sound Transit, Island County Transit, Amtrak, and Everett Community College.

Bellevue Public Library, Parking Garage Expansion, *Bellevue, WA*
Sara was the structural engineer for this new parking garage built adjacent to the existing library. Work included phasing to maintain library operations, reconfiguring the existing parking facility, and design of the new parking structure.

King County, Issaquah Highlands Park and Ride Structured Parking, *Issaquah, WA*
Sara was the project manager for the new facility that supports transit with a five-level, 1,030-stall garage with adjacent area for local connector shuttles. KPFF facilitated the public involvement process to address community concerns over lighting and the appearance of the garage roof. KPFF also coordinated impacts from a future planned adjacent retail facility that has a zero lot line relationship to the garage. Bicycle access was an important component in the facility design.

6th and Front Street, *Boise, ID*
KPFF is providing functional parking layout for this 600-700 stall parking garage in Boise, ID. The structure consists of six to seven above grade stories, and incorporates several different vehicle users requiring coordination with the entrance/exit drives. Sara was the functional parking planner for this new parking facility, which she planned and oriented to allow future hotel construction wrapping around two sides.

Sound Transit, Federal Way Transit Center and Parking Garage, *Federal Way, WA*
Sara was the structural project manager for a five-level parking garage with 1,200 parking stalls, a bus loop, a 400-foot long pedestrian canopy, a pedestrian bridge, public art, a two-acre-foot below grade detention vault, and coordination for future adjacent TOD.



Bob has more than 40 years of design and project management experience, of which 35 have been spent providing services for public works projects. Bob has devoted his entire career to the needs of public sector clients. In addition to planning, new construction, and remodel/addition services for these clients, his portfolio includes over 500 repair and maintenance projects. Bob's design acumen has been recognized with prestigious awards and focuses on commissions for the Armed Forces, K-12 and higher education, aviation services, and professional businesses. Bob's recent work with the City of Spokane includes architectural services for the Bosch Lot Parking Garage Assessment.

Bob Wills

AIA, NCARB

Parking Structure Concepts, Landscape Architecture

FIRM
BernardolWills

EDUCATION
BS, Architecture, University of Southern California

REGISTRATIONS
Licensed Architect, WA, No. 2680; ID, AR-986-71

City of Spokane, Bosch Lot Interceptor i40 Control Facility, *Spokane, WA*
Bob provided architectural services for the future use of the Bosch's Lot which included design for the possible development of an above-grade two- to three-story parking structure with a recreation-based retail component. Other site elements such as a trailhead for the Centennial Trail, restrooms, bike parking and storage, overlooks, conversion of Bridge Street to a festival street, and a north gateway to Riverfront Park were reviewed. The site was identified in the Riverfront Park Master Plan 2014 as improved surface parking and selected by the City to accommodate an underground control facility for interceptor protection of Interceptor i04. The purpose of the study was to validate the proposed location of the storage tank based on future recreational use of the site.

City of Spokane, Spokane Central Service Center, *Spokane, WA*
Bob provided architecture for this 57,600-square-foot consolidated central service center, designed to combine the City's Fleet Services, including Solid Waste Collection and Fleet Maintenance, into one campus. The main facility is 44,000 square feet and includes 17 large heavy vehicle maintenance bays, eight light vehicle maintenance bays, bridge cranes, welding area, a POL system, and CNG fueling station area. In addition to the service facility, the center also features 13,600 square feet of administration space and offices, and enough parking for the entire service vehicle fleet. Within the facility there is a gather space for over 100 drivers to use daily. The drivers use this gathering space to meet for conferences and trainings and daily dispatch. This building was completed in 2015, complies with LEED criteria, and is LEED Silver Certifiable. The project won the 2016 National Design Build Institute of America's National Merit Award for Excellence in Process.

City of Spokane, Water and Wastewater Facility Space Planning and Pre-Design Services, *Spokane, WA*
Bob provided architectural services to the City for an existing facilities analysis, spatial needs assessment, and pre-design/programming work for the City's Water and Wastewater Utilities Department to provide direction and guidance to City leadership regarding future utility development needs, co-location opportunities, and conceptual level design form, site configuration, and development costs associated with the development of co-located water and wastewater utility facilities at the North Foothills site. Services included collecting and analyzing information regarding the City's Water and Wastewater Department's current facilities, operational deficiencies, current and future departmental organizational structure, the City's redevelopment philosophy, current national best practices for utility facilities, and expected departmental organizational changes in the future.



Bill brings more than 30 years of experience, including public facilitation and planning, site analysis, schematic design, and design development through construction documents and construction observation services. Bill is currently working with KPFF on the Post Street Bridge Replacement project, and his past experience includes a long history City of Spokane projects, primarily with the Parks and Recreation Department. Recent City projects include Veterans Park as part of the reconstruction of the Monroe Street Bridge and several improvements to lower Manito Park and parking lot, traffic circle, entrance, and duck pond improvements as well as pathway repairs for Riverfront Park, Comstock Park, and Grant Park.

Bill LaRue

ASLA

Parking Structure Concepts, Landscape Architecture

FIRM
BernardoWills

EDUCATION
BS, Landscape Architecture, University of Idaho

REGISTRATIONS
Licensed Landscape Architect, WA, No. 723

City of Spokane, Bosch Lot Parking Garage Assessment, *Spokane, WA*
Bill participated in site planning and structural coordination for multiple garage siting/parking layout options associated with the various garage layout concepts provided by BWA architects. This included realignment of Post Street for upper deck access points and lower access from Monroe Street and/or Bridge Street. Change Orders were developed to modify the I40 tank structurally to accommodate the garage placement.

City of Spokane, Bosch Lot Interceptor i40 Control Facility Site Planning, *Spokane, WA*
Bill provided site planning services for the future use of the Bosch Lot, which included possible site elements such as a trailhead for the Centennial Trail, restrooms, bike parking and storage, overlooks, conversion of Bridge Street to a festival street, and a north gateway to Riverfront Park. The site was identified in the Riverfront Park Master Plan 2014 as improved surface parking and selected by the City to accommodate an underground control facility for interceptor protection of Interceptor i04. The purpose of the study was to validate the proposed location of the storage tank based on future recreational use of the site. The study also reviewed development of an above-grade two- to three-story parking structure with a recreation-based retail component.

City of Spokane, Bosch's Lot Climbing Gym Feasibility Study, *Spokane, WA*
Bill participated in site planning for building placement and associated parking as well as coordination with city staff to meet city codes and requirements. He also worked with the architects to develop "Kit of Parts" for the site, including festival street and civic plaza martials as well as developing landscape plantings and recreational amenities such as bouldering, slacklining, and trail head improvements for the Centennial Trail.

City of Spokane, Spokane Falls CSO 26 Control Facility – Urban Plaza, *Spokane, WA*
Bill worked with the City to develop construction drawings for the south bank tank (CSO 26)/plaza/multi-modal trail site located between Spokane River and north of the Downtown Library. This site was selected by the City to accommodate an underground control facility for interceptor protection of Interceptor i04. This facility will consist of a large underground concrete storage tank. The top deck and structure of the tank will be utilized for recreational use and urban plaza space. Previous master planning work provided by BWA included planning studies for support of the Library, urban plaza opportunities, retail, climbing wall, public art, interpretive exhibits of cultural and historic relevance to Spokane, and access to the proposed trail system to connect Spokane's Riverfront Park with Glover Field.



Dave is a senior engineer who has over 17 years of experience providing geotechnical engineering and environmental services on a variety of municipal projects. Dave is responsible for project scoping, project management, analysis, and completion of geotechnical evaluations and reports. He has provided geotechnical engineering services for and around the City of Spokane, including multiple road realignment and reconstruction projects, recreational trails, passive use facilities and parking-related areas. Dave managed geotechnical engineering services recently in collaboration with the City of Spokane and their Parks and Recreation Department for the renovated Huntington Park and currently for the Riverfront Park-Wide Redevelopment project.

Dave Lauder

PE

Geotechnical Engineer

FIRM
GeoEngineers

EDUCATION
MS, Civil Engineering, University of Oklahoma

BS, Civil Engineering, University of Oklahoma

REGISTRATIONS
Professional Engineer, WA, No. 42304; ID, 13209

City of Spokane, Post Street Bridge Replacement Design-Build Project, *Spokane, WA*
As the geotechnical project manager, Dave is currently managing geotechnical engineering services in support of design and construction of the Post Street Bridge Replacement Design-Build project. He is evaluating feasibility of reusing existing foundations and providing recommendations for design and construction of new foundations for the replacement bridge.

City of Spokane, Riverfront Park-wide Redevelopment, *Spokane, WA*
As the geotechnical project manager, Dave is providing ongoing geotechnical engineering services during redevelopment of Riverfront Park. He continues to work closely with City staff and the design teams on an expedited schedule to assess geotechnical and environmental conditions at the project sites, and develop cost-effective solutions meeting technical and regulatory requirements and protecting public safety. The redevelopment includes multiple new structures, new recreation areas, access roads, interpretive signage and walking trails.

Avista Utilities and City of Spokane, Huntington Park Renovation, *Spokane, WA*
Dave is the geotechnical project manager for the renovation of Huntington Park, located between City Hall Plaza and the Spokane River. Dave oversaw subsurface explorations and provided geotechnical engineering recommendations that supported the park improvements and surrounding infrastructure. Dave also helped analyze and arrange for safe disposition of small amounts of slightly contaminated soil that was discovered during the park excavation.

Greenstone, Kendall Yards Urban Development, Stormwater Drainage for Pedestrian Pathways and Development, *Spokane, WA*
As the geotechnical project manager, Dave completed a geotechnical engineering evaluation focused on drainage design at Kendall Yards, an urban community with homes close to downtown and access to services, recreational and multi-use parks, and walking trails. The site was also formerly contaminated by historic rail activities, and GeoEngineers provided environmental services and oversaw cleanup of the site.

City of Spokane, East Indiana Avenue Reconstruction - Phase 2, *Spokane, WA*
Dave conducted geotechnical engineering services for the proposed Indiana Avenue Reconstruction project. Reconstruction or rehabilitation of the road will be full-width, with the finished section consisting of two travel lanes, two bike lanes and parallel parking stalls on each side of the roadway. He provided recommendations based on subsurface conditions, engineering analyses, and laboratory testing.



Jason has more than 19 years of experience in the environmental field and has managed environmental/natural resources projects across 15 states. Jason specializes in working with clients on a range of permitting and environmental issues, including ESA requirements, NEPA, JARPA, SEPA requirements, local environmental and sensitive area regulations, and wetland delineation and permitting. In addition to working within the environmental regulatory arena, Jason also has extensive experience performing field investigations, including habitat assessments, wetland determinations/ delineations, plant and wildlife surveys, and water quality investigations. Jason has worked closely with KPFF on multiple projects, including for the City of Spokane.

Jason Poulsen

PWS

Environmental Permitting Specialist

FIRM
GeoEngineers

EDUCATION
BS, Environmental Studies, Utah State University

REGISTRATIONS
Professional Wetlands Scientists, No. 2192

38 Hour Army Corps of Engineers Wetland Delineation and Management Training Program

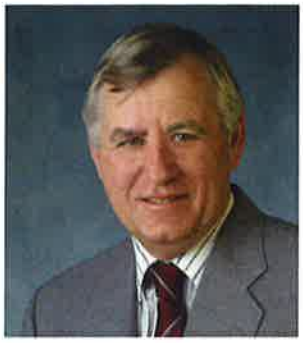
City of Spokane, Riverfront Park-Wide Redevelopment, Habitat Management Plan, *Spokane, WA*
As the permitting/habitat specialist, Jason prepared a Habitat Management Plan (HMP) for the park-wide Riverfront Park Redevelopment project. The HMP is required by the Spokane Municipal Code Chapter 17E.020.090, and involves a site survey, habitat typing, species research, draft and final report preparation. Jason coordinated with City of Spokane officials and agency representatives from the Washington State Department of Ecology, Washington Department of Fish and Wildlife and U.S. Fish and Wildlife Service. The final HMP document identified existing conditions, described proposed development actions, identified potential impacts and provided general mitigation concepts while outlining general, ongoing habitat maintenance actions.

City of Spokane, University District Pedestrian Bridge, *Spokane, WA*
Serving as the permitting specialist, Jason worked with KPFF and the City of Spokane to provide environmental permitting services necessary for a proposed pedestrian bridge in Spokane, Washington. He completed the Washington State Department of Transportation Environmental Classification Summary (ECS), which is required by projects that involve Federal funding or regulation. He also completed the SEPA documentation per the City of Spokane's Critical Areas Ordinances.

City of Spokane, Division Street Gateway Project, WSDOT ECS/NEPA and City Permitting, *Spokane, WA*
As the permitting specialist, Jason provided environmental permitting services during development of designs for a new City gateway using Division Street as the main north/south corridor. Jason managed the cultural resources review, conducted a hazardous facilities analysis to support the completion of the ESC forms and is prepared the SEPA Checklist for the project corridor.

City of Liberty Lake, Harvard Road Bridge Replacement, *Liberty Lake, WA*
As the permitting specialist, Jason is providing environmental permitting services during design of a bridge replacement at Harvard Road in Liberty Lake, Washington. He's working closely with the City and consultant teams to file appropriate permitting documentation for the replacement.

Spokane Airports, Wetland Delineation, McFarlane 4-Acre Site for Proposed Overflow Parking Areas, Spokane International Airport, *Spokane, WA*
As the wetlands scientist, Jason identified, delineated, and assessed two wetlands at the proposed McFarlane Overflow Parking Area(s) site. Both were rated as Category IV systems based on their functional attributes and collectively are approximately 0.17 acres. He is currently working with SIA to mitigate the site to allow for construction of overflow parking areas.



Peter is a licensed surveyor with more than 30 years of experience with private and public clients, including experience in land surveying for the design and construction of street and bridge projects. For public sector roads, he is the surveyor of record for both Locust Grove and Sonova Roads in Benton County, which involved the topographic survey and right-of-way map, preparation of the new right of way deeds, along with the construction staking of alignment. He currently is supervising a structural and topographic survey using high definition scanning for Post Street Bridge in downtown Spokane.

Peter Kowatsch

PLS

Survey

FIRM
White Shield

EDUCATION
BCIT Burnaby British Columbia, Canada

REGISTRATIONS
Professional Land Surveyor, WA, No. 28240

City of Spokane, Post Street Bridge, *Spokane, WA*
Peter managed the high definition scanning and modeling of this 100-year-old concrete arch bridge. Three-dimensional modeling of the structural components are being completed to assist the structural engineers for a future design the maintains the existing arches and bents but replaces the deck. A topographic survey of the Post Street approaches on both ends that include the location of all above and underground utilities, road geometry, parking areas, guardrail, and curb and gutter.

WSDOT, Tri-City Paving, ADA Replacement on SR 240, I-182, *Benton County, WA*
As survey manager, Peter established the location of the control network and field supervised the 3D scanning of the project for repaving of the project and replacement of the stripping in the original location. The project sites include portions of I-182, SR 240, and George Washington Way ramps.

College Place, New Well and Water Line Surveying Services, *Walla Walla County, WA*
As survey manager, Peter supervised topographic mapping, boundary surveys, rights of ways, easements, and underground utility locating for 4500 linear feet of 12-inch water main and a new well. The water main extension alignment is along South College Place Ave, Peppers Bridge Road, and McMinn Road, SR 125 intersection and the one-acre well site.

WSDOT, SR 526 Aerial Mapping Survey and Basemap, *Everett, WA*
As survey manager, Peter is establishing survey control and aerial mapping to support documentation of existing channelization, and its location relative to the roadway on the SR 526 highway from I-5 to the Boeing plant. To collect these data at the required accuracy, aerial imagery is acquired with a nominal ground sample distance of 3 centimeters using a Microsoft UltraCam Falcon aerial imaging sensor. For the overview orthoimage, additional higher altitude imagery is acquired at a nominal resolution of 0.45-feet.

City of Puyallup, North Levee Road Overlay Design Surveys, *Puyallup, WA*
As survey manager, Peter is establishing survey control to support a Terrestrial LiDAR Scanning of the 5,500-foot alignment for North Levee Road. Post Processed Kinematic processing was used to determine horizontal positions for the Global Positioning System survey for not less than 26 locations along the alignment. The survey corridor will length extends from intersection and ramps on SR 167 then westerly to approximately 1 miles. Survey corridor width will be sidewalk to edge of pavement to survey all hard surfaces. A highly accurate three-dimensional model will be processed from the scans and reviewed for QA/QC purposes.



Tyler specializes in municipal projects, as well as a variety of commercial projects. As a project manager and lead electrical engineer, he is adept at working with clients, owners, vendors, and other consultants from project design throughout the completion of construction. He has provided electrical engineering services for City of Spokane Projects since 2010, and understands both City Standards and the City design process. His experience working with project stakeholders and the City of Spokane, along with his unique knowledge of the local project area from working on other projects in the downtown area will aid in efficient and effective project engineering coordination.

Tyler Spence

PE

Electrical/Lighting

FIRM
Trindera Engineering

EDUCATION
BS, Electrical Engineering, Eastern Washington University

REGISTRATIONS
Professional Engineer, WA, No. 49348

City of Spokane, Huntington Park Revitalization, *Spokane, WA*
Tyler was the lead electrical engineer for this project, providing lighting design to illuminate the park and provide ambiance for night time use at the outdoor gathering space. Tyler developed lighting for gathering areas, pathways, and walkways throughout the park. The project was completed in a design-build delivery, and involved coordination with the City and community stakeholders to ensure the space reflected the vision of the downtown revitalization.

City of Spokane, Davenport Grand Hotel Street and Pedestrian Lighting Design, *Spokane, WA*
Tyler was the lead electrical engineer for this project. He designed the replacement of new street and pedestrian lighting for the City of Spokane, which included the creative implementation of the new standards City Lighting Standards at The Grand Hotel in the heart of downtown Spokane.

City of Spokane, Spokane Falls Blvd Enhancement Project, *Spokane, WA*
As the lead electrical engineer, Tyler designed new pedestrian street lighting, lighting controls and electrical services. He coordinated with local stakeholders, including the EWU/WSU Riverpoint Campus Administration and the City of Spokane Engineering Department to incorporate a lighting and power system that aligned with project requirements and addressed WSDOT requirements. Existing electrical infrastructure identified during field investigation was integrated into the project to reduce construction costs for the new lighting system.

City of Spokane, Monroe to Lincoln Street Lighting Project, *Spokane, WA*
Tyler served as the project manager and engineer of record for this project. He provided electrical and illumination design for pedestrian and street lighting along the Monroe and Lincoln roadway corridors in this multiphase project.

Architects West, Ray & Joan Kroc Corps Community Center Parking Structure, *Coeur d'Alene, ID*
Tyler served as the project engineer for this project to provide electrical power distribution and lighting design for a two-story parking structure at an existing Kroc Salvation Army Facility. The project utilized design-build delivery, and involved close coordination with the contractor and the Salvation Army.

City of Spokane, CBD Lighting Project, *Spokane, WA*
As the Lead Electrical Engineer for the project team, Tyler worked closely with local stakeholders including the City of Spokane Streets and Engineering Department, Avista Utilities, Downtown Spokane Partnership, Spokane Police Department, and the Public Facilities District to assist in the development of standards for the City's pedestrian lighting, street lighting and lighting control standards. The developed fixture standard has been installed on various projects throughout the city.



Chris is an experienced transportation and traffic engineer, and has been the lead designer for many highway construction projects, intersection design (signals and roundabouts), corridor, and network performance evaluations using Highway Capacity Manual methodologies, MUTCD signal/stop sign warrant analysis, signing and striping design, multimodal project preliminary engineering and design, pedestrian safety and mobility projects, and ADA/PROWAG compliance. He provides over 11 years of experience in traffic control system design, and has completed traffic impact analyses and traffic studies in support of larger complex projects with diverse project teams. Chris is an expert user of Synchro, SimTraffic SIDRA, HCS, and AutoCAD.

Chris Grgich

PE, PTOE

Signals

FIRM
Fehr & Peers

EDUCATION
BS, Civil Engineering, University of New Mexico

REGISTRATIONS
Professional Traffic Operations Engineer, No. 3222

Professional Engineer, WA, No. 54058

City of Liberty Lake, Harvard Bridge Revision and East Appleway Signals, *Liberty Lake, WA*
Chris was the project manager leading the signal design work for two signals on Appleway in Liberty Lake for the intersections of Signal Drive and Madson Street. The traffic signals include all new foundations, poles, and equipment. Signal-related ITS components for the intersection included radio interconnect to provide signal communication between Signal Drive and Liberty Lake Drive to the west, and radar vehicle detection for the approaches. The deliverables included contract documents including plans, specifications, and engineer's estimate for construction, responding to questions during bidding, and producing addenda as needed.

City of Lynnwood, Adaptive Signal Control Technology, *Lynnwood, WA*
Chris was the traffic and transportation engineer responsible for finalizing Adaptive Signal Requirements, Concept Operations Report, and creating Validation and Verification Reports.

King County Metro, Transit Corridor Grant Analysis, *King County, WA*
Chris was the transit planner for this project, responsible for completing high level planning to identify projects to improve speed and reliability for two corridors in the Seattle, Renton, Kent, Auburn, and Unincorporated King County. Analysis included identifying transit priority, queue jump, signal timing, and other improvements to increase along the routes, prepared ITS improvements, including a planning level cost estimate, and delay savings associated with the proposed improvements. A prioritized list was created to be used by King County Metro in the preparation of Grant Applications.

City of Puyallup, Van Lierop Park Master Plan, *Puyallup, WA*
Chris is providing traffic impact analysis and preliminary design services in support of the Van Lierop Park Master Plan. The impact analysis included trip generation, trip distribution, intersection Synchro analysis, parking supply/demand assessment, and multimodal circulation. Fehr & Peers provided 30% design for a rapid rectangular flashing beacon crossing that will serve a future trail connection between the Riverwalk Trail and the Foothills Trail.

Sound Transit, Operations and Maintenance Facility, *Bellevue, WA*
Chris worked as part of a design-build team to evaluate the transportation impacts. In addition to evaluating the trip generation and multimodal design features of the OMF, Fehr & Peers led the transportation impact analysis of a TOD that is proposed on surplus property on the site. Mitigation recommendations included modifications to turn lanes, traffic signals, trail crossing designs, sidewalk connections, and TDM strategies.



LEFT TO RIGHT: Federal Way Transit Center, Federal Way Park and Ride, Issaquah Transit Center

Experience of the firm

Structural design for parking garages

KPFF is the regional leader in the design of parking structures. In the last 10 years alone, our Seattle area offices have designed more than 12 million square feet of parking, representing more than 36,000 stalls, including long- and short-span, freestanding, and above- and below-grade structures. This experience means that we can achieve your goals with options that we know work – options that address functionality, reliable estimates of construction costs, and long-term serviceability requirements. From our experience working as a prime consultant, part of a design team, and directly for contractors, owners, and private developers, we have gained key insights into the economics and special design requirements that make parking structures unique. Starting with functional planning through design, construction, and commissioning, we provide a single point of contact to agencies looking to create cost-effective and highly functional structures for long- and short-term parking requirements.

Functional parking planning

KPFF's functional parking planning services mean that we work with you to realize the full potential of your structured parking system. We offer comprehensive consulting services that provide you with efficient, cost-effective, and user-friendly parking facilities. We understand the importance of early planning, and identifying expectations so that the facility is designed and built around your goals. During the initial conceptual design phase, we analyze the user group's typical behavior, vehicle maneuvering requirements, parking geometrics, structural systems, site selection, site and parking access, ramping configurations, and pedestrian circulation. By balancing the demands on the facility, we generate parking and structure layouts that are efficient and that facilitate intuitive and rapid traffic flow.

Civil design

Surface parking

KPFF has successfully designed hundreds of projects involving surface parking. Surface parking lots can be especially challenging because code requirements often compete for valuable parking space. When designing parking lots, our team considers a myriad of potential challenges that may arise. ADA accessible stalls, vehicular circulation and access, landscaping, buffers, tree preservation, privacy screening, stormwater management, pedestrian crossings, security and fencing, fire access, property setbacks, and lighting are some examples of site development challenges typically encountered with surface parking lots. For projects such as this one, safety is a top priority. The key to crime prevention in a parking lot is creating an environment of high visibility, which is born from experience working with various local and out-of-state transit providers, local police, and security experts in this line of work. Through KPFF's experience in siting, layout, landscaping, and lighting design, we

understand the importance of creating unobstructed sight lines, allowing for increased awareness of location and surroundings, in turn providing for increased user safety and crime prevention.

KPFF's experience includes working with diverse groups of people and multiple organizations. Our technical design expertise has earned us a reputation for being able to efficiently resolve potential conflicting needs of multiple stakeholders, including other sister agency interests. We have the experience to navigate through the project entitlement phase from the planning phase through construction, and understand how to work with stakeholders throughout the entire project to help keep patrons and owners informed and up-to-date with the appropriate level of information. Effective communication and collaboration builds trust and keeps the project focused on its goal of providing safe, convenient parking for the community.

Roadway and trails

KPFF provides a wide range of walkway, bikeway, and roadway design services from preliminary studies through final design, cost estimating, permitting, and support into construction. KPFF takes a complete streets approach to every transportation project. Our roadways do not only serve pedestrians, cyclists, and vehicles – they often serve as vital infrastructure routes for utilities and stormwater. Successful complete streets implementation also includes involving all appropriate City departments and utilities in design development, including those that operate and maintain the infrastructure after project completion. In addition, we have been the lead designer or supported a landscape architecture firm on the successful completion of many trails throughout the state. We are proficient in our design of ADA facilities, intersection improvements, and utility relocations and replacements.

KPFF is experienced at meeting the design standards and guidelines required for this project.	Engineer's Estimate	Special Provisions & Project Manual	Structured Parking Concept	Milestone Review & Comment Resolution	Environmental Documentation Support	Underground Utility Verification/Potholing	Stormwater Code Compliance Memo	Documentation of Design Criteria	Project & Quality Management Plans
City of Spokane, Post Street Bridge	●			●	●			●	●
City of Tukwila, Andover Park West	●	●		●	●	●	●	●	●
City of Bellingham, Granary Avenue	●	●		●	●	●	●	●	●
City of Bellingham, James Street Improvements	●	●		●	●	●	●	●	●
Kittitas County, No. 6 Bridge Replacement	●	●		●	●	●	●	●	●
Sound Transit, Kent/Auburn Station Access Improvements	●	●	●	●		●			●
City of Tukwila, Pedestrian and Bicycle Bridge	●	●		●	●	●	●	●	●
King County, Issaquah Highlands Parking Garage	●	●	●	●		●	●	●	●

KPFF has a strong team of stormwater engineers who are current in the application of stormwater management best practices, including Low-Impact Development (LID) solutions whenever feasible. Our design and CAD technicians are proficient in the latest versions of AutoCAD and Civil3D, and are able to assist the City in any aspect of CAD or Civil3D modeling needed, including roadway corridor and pipe network modeling when appropriate.

Additional relevant experience

Geotechnical engineering and environmental support

GeoEngineers specializes in crafting unique geotechnical engineering, environmental, and earth science services for a diverse range of clients. Their Spokane office includes more than 25 full-time employees, including geotechnical engineers, environmental engineers and geologists, hydrogeologist, natural resources biologist, technicians, support staff and a full-time driller who operates our CME-75 hollow-stem auger drill rig and a Geoprobe® all-terrain soil probe. In addition, GeoEngineers maintains a fully accredited soil and materials testing laboratory. GeoEngineers' Spokane office has been involved in numerous multi-use recreational areas, parking facilities, and roadway realignments for municipalities throughout eastern Washington, which include pedestrian and interactive trails, parking areas, and art features. Specifically, they have provided geotechnical and environmental services during design of multiple development, roads, and recreational projects for the City of Spokane Parks and Recreation Department, including the ongoing Riverfront Park-Wide Redevelopment project and the Huntington Park renovation. GeoEngineers is also currently working on multiple projects with KPFF, including the City of Spokane Post Street Bridge Design-Build project, the University District Pedestrian Bridge and the Harvard Bridge Replacement project, to name a few.

Architecture and landscape architecture

The City of Spokane has been home to BernardolWills since 1991. Over the past 27 years, BernardolWills has worked with the City on more than 40 projects. From parking designs and layouts for surface lots to multi-level parking structures, BernardolWills emphasizes function and efficiency. As a result, they optimize layouts, traffic flow and other key elements of parking design for their clients. Their focus on function demands that they consider all elements of the parking equation, including parking geometrics, structural grid systems, ramping configurations, traffic flow, pedestrian circulation, and revenue control system integration. Additionally, BernardolWills provides landscape architecture for a variety of projects, including parks and recreation, trail design, streetscapes, plazas, master planning, and architectural landscapes that contribute to a sense of place within its context or community.

Electrical engineering and lighting design

Trindera Engineering will provide the electrical and lighting design for this project. Their experienced team has been working with public agency clients for nearly 15 years, which has helped them develop a consulting approach that focuses on the client needs, budgets, and goals for enhancing public spaces. Trindera has experience with signage and gateway lighting, and power distribution for these lighting systems. Their focus is illumination that enhances the overall feel of the project, while meeting code compliance and budgetary needs.

Signal design

Fehr & Peers specializes in transportation planning and engineering services, including traffic engineering, intelligent transportation systems, and signal design and illumination. Fehr & Peers focuses on identifying new ways for communities to approach transportation planning and development, including making streets and roadways safer for pedestrians, bicyclists, and autos. Fehr & Peers has worked extensively in the Spokane and Spokane Valley region, having worked on Spokane's Transportation Master Plan in 2013, and numerous projects in the Valley, including the Appleway Trail Project and University Road Overpass Study.

Surveying

White Shield is active in providing land surveying and mapping to a diverse client base. Their surveyors employ a cost efficient, field-to-finish system to provide the highest quality data in the least amount of time. White Shield utilizes the latest survey technology, such as robotic total stations, Global Positioning System (GPS), digital levels, and scanners. Their survey staff is experienced in the application of this technology and survey theory for boundary, topographic, site development and design support, and construction services.



City of Tukwila, Andover Park West

CONTRACT: No. 10040108571 // **PERIOD OF PERFORMANCE:** 2008 - 2015
CONTACT: Cyndy Knighton | P 206.431.2450 | F 206.431.3665 | E cknighton@ci.tukwila.wa.us

KPFF provided civil engineering and project management for PS&E for a federally funded project for two new concrete bus pullouts and widening and overlay for 2,000 feet of Andover Park West. The project included roadway widening, median planters, concrete intersection, decorative sidewalk and pavement treatment, sidewalk tree planters, and new pedestrian heads and APS pedestrian pushbutton upgrades. Work also included a new 12-inch ductile iron water main through a commercial/retail area. The project was a key part of implementation of the Transit Network Plan for the Tukwila Urban Center (TUC) which supports future expansion of the TUC. Civil engineering services included compiling and reviewing information about the project site and future developments.



City of Bellingham, Granary Avenue and Laurel Street

CONTRACT: No. 10041600029 // **PERIOD OF PERFORMANCE:** 2013 - Present
CONTACT: Freeman Anthony | P 360.778.7924 | F 360.778.7901 | E fanthony@cob.org

KPFF is providing civil and structural engineering for Granary Avenue and Laurel Street as part of the Bellingham Waterfront project, which consists of four separate projects that are all integral to the redevelopment of a 40-acre Superfund site, currently an abandoned pulp and paper mill on the Bellingham waterfront. This project will provide initial infrastructure to support a master-planned mixed development. Street improvements include an at-grade rail crossing; traffic signals; sewer, water, and stormwater utilities; street lighting; and accommodation of telecommunications and district heat infrastructure within the roadway prism. Both Granary Avenue and Laurel Street will be Greenroads Certified, with bioretention planters, a cycle track, and pedestrian amenities. All work is in accordance with the WSDOT Local Agency Guidelines (LAG) Manual and the WSDOT Design Manual.



City of Bellingham, James Street Bridge Replacement and Road Improvements

CONTRACT: No. 10040110052 // **PERIOD OF PERFORMANCE:** 2010 - 2015
CONTACT: Craig Mueller | P 360.778.7922 | F 360.778.7901 | E camueller@cob.org

Prime consultant and bridge, civil, and traffic engineering for this project consisting of replacement of two structurally deficient bridges and improvements to 1/4 mile of arterial roadway. The project supports the anticipated growth in the area while providing multimodal pedestrian and bicycle connectivity options consistent with the City's vision. Final design included civil and structural engineering, traffic analysis, geotechnical analysis, hydrologic and hydraulic evaluation, wetland field reconnaissance, permitting, and PS&E documentation. KPFF assisted the City in the preparation of multiple funding applications that were accepted, resulting in full funding of the project. The project was awarded a Silver level Greenroads Certification.



Kittitas County, No. 6 Bridge Replacement

CONTRACT: No. 2017-19ENG2 // **PERIOD OF PERFORMANCE:** 2017 - Present
CONTACT: Luke Huck | P 509.962.7523 | F 509.962.7663 | E lucas.huck@co.kittitas.wa.us

As part of our on-call contract, KPFF provided PS&E contract documents for replacing Kittitas County's No. 6 bridge. The new single-span precast slab bridge spans an irrigation canal and is supported on steel piles. KPFF provided civil roadway, guardrail, stormwater design for 500 feet of roadway profiling and reconstruction. Private driveways were designed to reconnect to the reconstructed roadway to meet design standards. The canal access roads on both sides of the bridge presented a challenge for the guardrail layout. The final guardrail layout did not require any permanent right-of-way acquisition for the neighboring landowners.



Sound Transit, Kent and Auburn Station Access Improvements

CONTRACT: No. 0036-16 // **PERIOD OF PERFORMANCE:** 2016 - Present
CONTACT: Fouad Chihab | P 206.398.5481 F 206.398.5215 | E fouad.chihab@soundtransit.org

KPFF is providing planning, environmental, and preliminary engineering for two potential parking garage and non-motorized access improvements. In Phase I of the project, KPFF worked with Sound Transit to identify and evaluate a variety of access improvements. We are currently working on Phase 2, which includes preparing a conceptual engineering design of the preferred parking garage alternative, which will inform the environmental documentation and evaluation necessary for NEPA/SEPA approvals. This phase also includes stakeholder involvement, value engineering, traffic analysis, cultural resource assessment, hazardous materials investigation, surveying, and geotechnical analysis. In Phase 3, KPFF will prepare the preliminary engineering design for the preferred project selected by Sound Transit.



City of Tukwila, Tukwila Pedestrian and Bicycle Bridge

CONTRACT: No. 07-123 // **PERIOD OF PERFORMANCE:** 2007 - 2018
CONTACT: Cyndy Knighton | P 206.431.2450 | F 206.431.3665 | E cknighton@ci.tukwila.wa.us

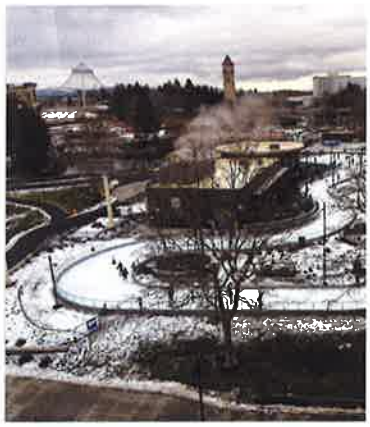
KPFF provided prime project management and civil and structural engineering services for final design of a new multi-use trail and pedestrian/bicycle bridge over the Green River, as well as rechannelization of Baker Boulevard to provide expanded bike lanes. The TS&L phase included the study of trail locations and alignments, and defined permitting requirements related to the trail approaches and river crossing. Project work included permitting, pedestrian/bicycle trail facility design, and electrical design for lighting, a pedestrian/bicycle counter system, and a CCTV system. Additional elements included horizontal and vertical alignment alternatives, low-impact stormwater treatment, coordination with SPU for a 60-inch water transmission line, roadway rechannelization, and PS&E preparation to LAG Manual guidelines for FHWA funding.



City of Spokane, Wall Street Redevelopment/Festival Space

CONTRACT: OPR No. 2015-1134 // **PERIOD OF PERFORMANCE:** 2015 - 2016
CONTACT: Marcia Davis | P 509.625.6398 | F 509.625.6413 | E mdavis@spokanecity.org

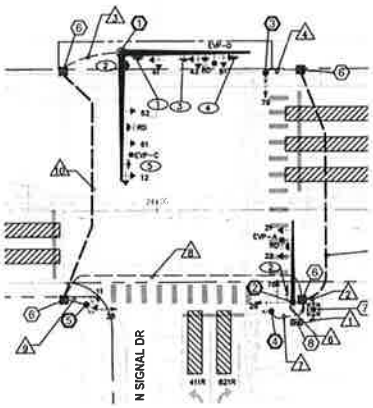
To promote user-friendly outdoor space, the City undertook a redevelopment of Wall Street between Main Avenue and Spokane Falls Boulevard with the goals of adding and revamping pedestrian-oriented features, facilitating festival-style events, and leading people to the newly renovated Riverfront Park. BernardolWills provided planning and design services to develop the streetscape plan and developed construction drawings for the "fast track" design and implementation of this shared use festival street. The north and south ends of Wall Street, which remains open for vehicular use/traffic, can be restricted for festival use. Widened space allows food trucks to stage during public events. Patterned, colored concrete on the sidewalks adds vibrancy to the site. Additional features include landscaping, lighting, furniture, bike racks, bollards, and movable irrigated planters.



City of Spokane Parks and Recreation, Riverfront Park-Wide Redevelopment

CONTRACT: OPR No. 2016-0696 // **PERIOD OF PERFORMANCE:** 2016 - Present
CONTACT: Berry Ellison | P 509.625.6276 | F 509.625.6413 | E bellison@spokanecity.org

GeoEngineers is providing ongoing geotechnical engineering and environmental assessment services during redevelopment of Riverfront Park. Initial work included a Phase I environmental site assessment (ESA) to characterize historical site uses and identify potential contaminant sources. The redevelopment has included multiple new structures, recreation areas, access roads, interpretive signage and walking trails. As project designs are finalized, we have continuously updated the park-wide Habitat Management Plan. They also worked with the Department of Ecology to manage contaminated soil at the site, and prepared a Water Management Plan to assist with design of stormwater infrastructure for new projects at the park. Through this work, we have gained a strong understanding of the complexities that contaminants in soil throughout the park bring to soil and stormwater management.



City of Liberty Lake, Harvard Bridge Revision and Appleway Signals

CONTRACT: No. 10041700505 // **PERIOD OF PERFORMANCE:** 2017 - Present
CONTACT: Andrew Staples | P 509.625.6270 | F 509.625.6413 | E astaples@spokanecity.org

Fehr & Peers is leading the signal design work for two signals on Appleway in Liberty Lake for the intersections of Signal Drive and Madson Street. The traffic signals include all new foundations, poles, and equipment. Signal-related ITS components for the intersection included radio interconnect to provide signal communication between Signal Drive and Liberty Lake Drive to the west, and radar vehicle detection for the approaches. The deliverables included contract documents, including plans, specifications, and engineer's estimate for construction; responding to questions during bidding; and producing addenda as needed per City request.

References

Andover Park West

City of Tukwila

Contact

Cyndy Knighton
6300 Southcenter Boulevard
Tukwila, WA 98168
P 206.431.2450 | F 206.431.3665 | E cknighton@ci.tukwila.wa.us

Services provided

KPFF provided civil engineering and project management for PS&E for a federally funded project for two new concrete bus pullouts and widening and overlay for 2,000 feet of Andover Park West.

Kent and Auburn Station Access Improvements

Sound Transit

Contact

Fouad Chihab
401 South Jackson Street
Seattle, WA 98104
P 206.398.5481 | F | 206.398.5215 | E fouad.chihab@soundtransit.org

Services provided

KPFF is providing planning, environmental, and preliminary engineering for two potential parking garage and non-motorized access improvements.

Granary Avenue and Laurel Street

City of Bellingham

Contact

Freeman Anthony
2221 Pacific Street
Bellingham, WA 98229
P 360.778.7924 | F 360.778.7901 | fanthony@cob.org

Services provided

KPFF is providing civil and structural engineering for Granary Avenue and Laurel Street as part of the Bellingham Waterfront project.

Related information

KPFF has not had a contract terminated for default in the last five years.

Insurance certificate

Client#: 25326 KPFFINCO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Katie Kresner	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.552.4225	FAX (A/C, No): 866.550.4082
	E-MAIL ADDRESS: Katie.Kresner@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins. Co.	19445
INSURED KPFF, Inc. 1601 5th Ave Suite 1600 Seattle, WA 98101	INSURER B : The Continental Insurance Company	35289
	INSURER C : Lloyds of London	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 18-19** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5268336	04/01/2018	04/01/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA9775930	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			6050399824	10/10/2017	04/01/2019	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC022298245 (AOS)	04/01/2018	04/01/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N/A		WC022298244 (CA)	04/01/2018	04/01/2019	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional/ Pollution Liab.			B0146LDUSA1704384	10/10/2017	10/10/2018	Per Claim $10,000,000 Aggregate $10,000,000 SIR $250,000	

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

Evidence of Insurance

CERTIFICATE HOLDER

KPFF Consulting Engineers, Inc.
1601 5th Avenue
Suite 1600
Seattle, WA 98101-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

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

Agenda Sheet for City Council Meeting of: 11/19/2018		Date Rec'd	11/1/2018
		Clerk's File #	OPR 2018-0728
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2019052
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 BUDINGER & ASSOCIATES - GEOTECHNICAL ENGINEERING 2019-2020		

Agenda Wording

Local Area A&E Professional Services Consultant Agreement with Budinger & Associates, Inc. (Spokane, WA) for Geotechnical Engineering Services for 2019-2020 Federal Aid Projects for an amount not to exceed $250,000.00.(Various Neighborhood Councils)

Summary (Background)

This agreement for Geotechnical Engineering Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Supplemental Agreements will be prepared under this agreement and scoped for individual project needs. Funding shall be from the individual project.

Fiscal Impact	Grant related? YES Public Works? YES	Budget Account
Expense	$ 250,000.00	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	F&A 10/15/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
Additional Approvals		mdoval@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
GRANTS &	STOPHER, SALLY	randrews@budingerinc.com	
		jfinnegan@budingerinc.com	

Briefing Paper
Finance & Administration

Division & Department:	Public Works, Engineering Services
Subject:	On Call Engineering Consultants
Date:	10-15-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	CM Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	These contracts support projects in the 6 year comprehensive plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract award to various consultants

Background/History: Engineering Services has "on-call" agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City's public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Executive Summary:

- A request for qualifications has been advertised earlier this fall for structural engineering, geotechnical engineering, electrical engineering, surveying, landscape architecture and culture resource consultants.
- A review committee ranked the firms by qualifications, one or two firms will be selected for each discipline.
- Because of FHWA requirements, we are required to have a separate contracts for consultants working on FHWA funded projects so several of these disciplines will have two contracts, one for FHWA funded projects and one for all other projects.
- Engineering Services expects to bring 9 total agreements to council over the next 4 weeks including six for FHWA funded projects and three for non-WSDOT funded projects.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:

Approved in current year budget? X Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes X No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Historical Research Associates, Inc.	
Address 715 E. Sprague Ave., Ste. 200, Spokane, WA 99202	Federal Aid Number Various
UBI Number 601-180-083	Federal TIN or SSN Number 81-0373761
Execution Date	Completion Date December 31, 2020
1099 Form Required ☑ Yes ☐ No	Federal Participation ☑ Yes ☐ No
Project Title Cultural Resources Consultant Services for 2019-2020 Federal Aid Projects	
Description of Work The scope of services may include one or more of the following tasks on the projects listed in Exhibit A: •Preparation of cultural and historic resources studies including field exploration as required •Coordination with area Indian tribes and DAHP •Consultation with City of Spokane design engineers to recommend ways to eliminate project effects on cultural/historic resources. •Construction phase monitoring where required	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Maximum Amount Payable: $250,000

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:
Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

If to CONSULTANT:
Name: Brent Hicks
Agency: Historical Research Associates, Inc.
Address: 715 E. Sprague Ave, Ste. 200
City: Spokane State: WA Zip: 99201
Email: bhicks@hraassoc.com
Phone: 509-624-0441
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject t renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

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

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

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

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

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

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to th 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 s final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this 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 this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

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

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

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

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

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

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

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

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before fina payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplemen to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

Exhibit A
Scope of Work

Project No.

The scope of work for the various federal aid projects covered in this agreement will vary by project but is generally described in the "Description of Work" on the first page of this agreement. The projects covered include:

•Post St Bridge Deck Replacement – bridge reconstruction
•Downtown Sidewalk Pedestrian Improvements – sidewalk vault fill
•Sprague Ave (multiple phases) – pavement reconstruction, curb bumpouts, stormwater separation etc.
•Hamilton St Corridor Enhancement Project – signal replacements, turn pockets and ADA compliance updates at signalized intersections
•Sunset Highway Bike Path – Royal to Deer Heights – bike path construction
•Spokane Pavement Preservation – North – grind and overlay
•Cincinnati Greenway – bumpouts, islands, barriers, etc.
•Fish Lake Trail to Centennial Trail Connection – bike path construction

Agreement Number:

Exhibit B
DBE Participation/SBE Plan

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

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agenc . 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

To be mutually agreed to

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Industry standard - to be mutually agreed to

Agreement Number:

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

Phone or in-person consultation as necessary

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

PDF format unless project manager request MS-Word format

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

Varies by project

Agreement Number:

II. Any Other Electronic Files to Be Provided

Varies by project

III. Methods to Electronically Exchange Data

Email or City provided FTP site

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Standard email

C. File Transfers Format

Microsoft Office or PDF

Exhibit D
Prime Consultant Cost Computations

Will be negotiated project by project subject to attached fee/rate schedule (Exhibit K) before notice to proceed for project is given.

Agreement Number:

Exhibit E
Sub-consultant Cost Computations

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

Agreement Number:

Exhibit F
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 this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSU TANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

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

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

Exhibit G
Certification Document

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Historical Research Associates, Inc.
whose address is
715 E. Sprague Ave., Ste. 200, Spokane, WA 99201
and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONS TANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, o ganization or person (other than a bona fide employee working solel for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Spokane

I hereby certify that I am the:

☑ Mayor

☐ Other

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

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or o ganization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receivin stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connectio with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with thi Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

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

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

Firm: Historical Research Associates, Inc.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $.

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

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

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

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

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

Notes: Cost of added insurance requirements: $.

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

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J
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 clai
- 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 wit 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 met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

Agreement Number:

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 clai
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

My DOR

My DOR Unauthenticated | Business Lookup | BUDINGER & ASSOCIATES, INC.

License Information: New search | Back to results

Entity name:	BUDINGER & ASSOCIATES, INC.
Business name:	BUDINGER & ASSOCIATES, INC.
Entity type:	Profit Corporation
UBI #:	601-638-902 Business ID: 001 Location ID: 0001
Location:	Open
Location address:	1101 N FANCHER RD SPOKANE VALLEY WA 99212-1275 USA
Mailing address:	1101 N FANCHER RD SPOKANE VALLEY WA 99212-1275 USA
Excise tax account and reseller permit status:	Open (View)
Secretary of State status:	Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
East Wenatchee General Business - Non-Resident				Active	Jun-30-2019	Aug-16-2017
Liberty Lake General Business	00494			Active	Jun-30-2019	Jun-20-2006
Minor Work Permit				Active	Jun-30-2019	Aug-13-2007
Richland Service Business	F0C129			Active	Jun-30-2019	Jul-12-2013
Spokane General Business	T12018540BUS			Active	Jun-30-2019	Oct-15-2012
Spokane Valley General Business	00032			Active	Jun-30-2019	May-06-2003

6 Rows

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

Governing people	Title
BURCHETT, MARCY E	
BURCHETT, STEPHEN	Vice President, Secretary, Chairman of the Board
FINNEGAN, JOHN	President, Treasurer

3 Rows

Registered Trade Names

Registered trade names	Status		First issued
BAI	Active		Apr-17-2018
BUDINGER	Active		Apr-17-2018

2 Rows

The Business Lookup information is updated nightly.
Search date and time: 11/2/2018 2:35:16 PM

Working together to fund Washington's future

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/1/2018
		Clerk's File #	OPR 2018-0729
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN BULLER 625-6391	**Project #**	2019057
Contact E-Mail	DBULLER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	MASTER
Agenda Item Name	0370 - PARAMETRIX, INC., SURVEYING SERVICES FOR FEDERAL PROJECTS		

Agenda Wording

Local Area A&E Professional Services Consultant Agreement with Parametrix, Inc. (Spokane, WA) for Surveying Services for 2019-2020 Federal Aid Projects for an amount not to exceed $150,000.00.(Various Neighborhood Councils)

Summary (Background)

This agreement for Surveying Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Supplemental Agreements will be prepared under this agreement and scoped for individual project needs. Funding shall be from the individual project.

Fiscal Impact	Grant related? YES Public Works? YES	**Budget Account**
Expense	**$** 150,000.00	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	F&A 10/15/18
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
Additional Approvals		mdoval@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
GRANTS &	STOPHER, SALLY	rflint@parametrix.com	

Briefing Paper
Finance & Administration

Division & Department:	Public Works, Engineering Services
Subject:	On Call Engineering Consultants
Date:	10-15-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	CM Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	These contracts support projects in the 6 year comprehensive plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract award to various consultants

Background/History: Engineering Services has "on-call" agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City's public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Executive Summary:

- A request for qualifications has been advertised earlier this fall for structural engineering, geotechnical engineering, electrical engineering, surveying, landscape architecture and culture resource consultants.
- A review committee ranked the firms by qualifications, one or two firms will be selected for each discipline.
- Because of FHWA requirements, we are required to have a separate contracts for consultants working on FHWA funded projects so several of these disciplines will have two contracts, one for FHWA funded projects and one for all other projects.
- Engineering Services expects to bring 9 total agreements to council over the next 4 weeks including six for FHWA funded projects and three for non-WSDOT funded projects.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:

Approved in current year budget? X Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes X No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Historical Research Associates, Inc.	
Address 715 E. Sprague Ave., Ste. 200, Spokane, WA 99202	Federal Aid Number Various
UBI Number 601-180-083	Federal TIN or SSN Number 81-0373761
Execution Date	Completion Date December 31, 2020
1099 Form Required ☑ Yes ☐ No	Federal Participation ☑ Yes ☐ No
Project Title Cultural Resources Consultant Services for 2019-2020 Federal Aid Projects	
Description of Work The scope of services may include one or more of the following tasks on the projects listed in Exhibit A: •Preparation of cultural and historic resources studies including field exploration as required •Coordination with area Indian tribes and DAHP •Consultation with City of Spokane design engineers to recommend ways to eliminate project effects on cultural/historic resources. •Construction phase monitoring where required	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Maximum Amount Payable: $250,000

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:
Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

If to CONSULTANT:
Name: Brent Hicks
Agency: Historical Research Associates, Inc.
Address: 715 E. Sprague Ave, Ste. 200
City: Spokane State: WA Zip: 99201
Email: bhicks@hraassoc.com
Phone: 509-624-0441
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject t renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

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

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

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

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

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

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to th 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 s final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this 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 this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

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

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

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

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

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

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

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

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before fina payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplemen to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

Exhibit A
Scope of Work

Project No.

The scope of work for the various federal aid projects covered in this agreement will vary by project but is generally described in the "Description of Work" on the first page of this agreement. The projects covered include:

•Post St Bridge Deck Replacement – bridge reconstruction
•Downtown Sidewalk Pedestrian Improvements – sidewalk vault fill
•Sprague Ave (multiple phases) – pavement reconstruction, curb bumpouts, stormwater separation etc.
•Hamilton St Corridor Enhancement Project – signal replacements, turn pockets and ADA compliance updates at signalized intersections
•Sunset Highway Bike Path – Royal to Deer Heights – bike path construction
•Spokane Pavement Preservation – North – grind and overlay
•Cincinnati Greenway – bumpouts, islands, barriers, etc.
•Fish Lake Trail to Centennial Trail Connection – bike path construction

Agreement Number:

Exhibit B
DBE Participation/SBE Plan

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

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agenc . 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

To be mutually agreed to

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Industry standard - to be mutually agreed to

Agreement Number:

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

Phone or in-person consultation as necessary

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

PDF format unless project manager request MS-Word format

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

Varies by project

Agreement Number:

II. Any Other Electronic Files to Be Provided

Varies by project

III. Methods to Electronically Exchange Data

Email or City provided FTP site

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Standard email

C. File Transfers Format

Microsoft Office or PDF

Exhibit D
Prime Consultant Cost Computations

Will be negotiated project by project subject to attached fee/rate schedule (Exhibit K) before notice to proceed for project is given.

Agreement Number:

Exhibit E
Sub-consultant Cost Computations

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

Agreement Number:

Exhibit F
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 this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSU TANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

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

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

Exhibit G
Certification Document

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Historical Research Associates, Inc.
whose address is
715 E. Sprague Ave., Ste. 200, Spokane, WA 99201
and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONS TANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, o ganization or person (other than a bona fide employee working solel for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Spokane

I hereby certify that I am the:

☑ Mayor

☐ Other

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

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or o ganization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receivin stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connectio with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with thi Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

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

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

Firm: Historical Research Associates, Inc.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $.

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

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

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

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

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

Notes: Cost of added insurance requirements: $.

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

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J
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 clai
- 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 wit 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 met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

Agreement Number:

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 clai
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/1/2018
		Clerk's File #	OPR 2018-0730
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN BULLER 625-6391	**Project #**	2019053
Contact E-Mail	DBULLER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	MASTER
Agenda Item Name	0370 - PARAMETRIX, INC., LANDSCAPE ARCHITECT - 2019-2020 FED AID		

Agenda Wording

Local Area A&E Professional Services Consultant Agreement with Parametrix, Inc. (Spokane, WA) for Landscape Architect Services for 2019-2020 Federal Aid Projects for an amount not to exceed $200,000.00.(Various Neighborhood Councils)

Summary (Background)

This agreement for Landscape Architect Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Supplemental Agreements will be prepared under this agreement and scoped for individual project needs. Funding shall be from the individual project.

Fiscal Impact	Grant related? YES Public Works? YES	**Budget Account**
Expense	**$** 200,000.00	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	F&A 10/15/18
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
Additional Approvals		mdoval@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
GRANTS &	STOPHER, SALLY	rflint@parametrix.com	

Briefing Paper
Finance & Administration

Division & Department:	Public Works, Engineering Services
Subject:	On Call Engineering Consultants
Date:	10-15-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	CM Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	These contracts support projects in the 6 year comprehensive plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract award to various consultants

Background/History: Engineering Services has "on-call" agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City's public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Executive Summary:

- A request for qualifications has been advertised earlier this fall for structural engineering, geotechnical engineering, electrical engineering, surveying, landscape architecture and culture resource consultants.
- A review committee ranked the firms by qualifications, one or two firms will be selected for each discipline.
- Because of FHWA requirements, we are required to have a separate contracts for consultants working on FHWA funded projects so several of these disciplines will have two contracts, one for FHWA funded projects and one for all other projects.
- Engineering Services expects to bring 9 total agreements to council over the next 4 weeks including six for FHWA funded projects and three for non-WSDOT funded projects.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:

Approved in current year budget? X Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes X No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Historical Research Associates, Inc.	
Address 715 E. Sprague Ave., Ste. 200, Spokane, WA 99202	Federal Aid Number Various
UBI Number 601-180-083	Federal TIN or SSN Number 81-0373761
Execution Date	Completion Date December 31, 2020
1099 Form Required ☑ Yes ☐ No	Federal Participation ☑ Yes ☐ No
Project Title Cultural Resources Consultant Services for 2019-2020 Federal Aid Projects	
Description of Work The scope of services may include one or more of the following tasks on the projects listed in Exhibit A: •Preparation of cultural and historic resources studies including field exploration as required •Coordination with area Indian tribes and DAHP •Consultation with City of Spokane design engineers to recommend ways to eliminate project effects on cultural/historic resources. •Construction phase monitoring where required	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Maximum Amount Payable: $250,000

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:
Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

If to CONSULTANT:
Name: Brent Hicks
Agency: Historical Research Associates, Inc.
Address: 715 E. Sprague Ave, Ste. 200
City: Spokane State: WA Zip: 99201
Email: bhicks@hraassoc.com
Phone: 509-624-0441
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject t renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

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

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

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

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

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

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to th 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 s final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this 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 this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

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

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

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

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

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

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

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

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before fina payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplemen to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

Exhibit A
Scope of Work

Project No.

The scope of work for the various federal aid projects covered in this agreement will vary by project but is generally described in the "Description of Work" on the first page of this agreement. The projects covered include:

•Post St Bridge Deck Replacement – bridge reconstruction
•Downtown Sidewalk Pedestrian Improvements – sidewalk vault fill
•Sprague Ave (multiple phases) – pavement reconstruction, curb bumpouts, stormwater separation etc.
•Hamilton St Corridor Enhancement Project – signal replacements, turn pockets and ADA compliance updates at signalized intersections
•Sunset Highway Bike Path – Royal to Deer Heights – bike path construction
•Spokane Pavement Preservation – North – grind and overlay
•Cincinnati Greenway – bumpouts, islands, barriers, etc.
•Fish Lake Trail to Centennial Trail Connection – bike path construction

Agreement Number:

Exhibit B
DBE Participation/SBE Plan

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

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agenc . 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

To be mutually agreed to

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Industry standard - to be mutually agreed to

Agreement Number:

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

Phone or in-person consultation as necessary

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

PDF format unless project manager request MS-Word format

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

Varies by project

Agreement Number:

II. Any Other Electronic Files to Be Provided

Varies by project

III. Methods to Electronically Exchange Data

Email or City provided FTP site

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Standard email

C. File Transfers Format

Microsoft Office or PDF

Exhibit D
Prime Consultant Cost Computations

Will be negotiated project by project subject to attached fee/rate schedule (Exhibit K) before notice to proceed for project is given.

Agreement Number:

Exhibit E
Sub-consultant Cost Computations

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

Agreement Number:

Exhibit F
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 this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSU TANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

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

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

Exhibit G
Certification Document

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Historical Research Associates, Inc.
whose address is
715 E. Sprague Ave., Ste. 200, Spokane, WA 99201
and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONS TANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, o ganization or person (other than a bona fide employee working solel for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Spokane

I hereby certify that I am the:

☑ Mayor

☐ Other

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

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or o ganization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receivin stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connectio with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with thi Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

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

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

Firm: Historical Research Associates, Inc.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $.

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

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

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

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

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

Notes: Cost of added insurance requirements: $.

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

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J
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 clai
- 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 wit 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 met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

Agreement Number:

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 clai
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

My DOR

My DOR Unauthenticated | Business Lookup | PARAMETRIX, INC.

License Information: New search | Back to results

Entity name: PARAMETRIX, INC.

Business name: PARAMETRIX, INC.

Entity type: Profit Corporation

UBI #: 600-135-349 Business ID: 001 Location ID: 0001

Location: Open

Location address:
1019 39TH AVE SE
STE 100
PUYALLUP WA 98374-2115 USA

Mailing address:
1019 39TH AVE STE 100
PUYALLUP WA 98374-2115 USA

View Additional Locations

Excise tax account and reseller permit status: Open (View)

Secretary of State status: Click here

Endorsements

Filter

3 of 3

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Richland Professions Business	A12			Active	Apr-30-2019	Feb-25-2013
Sammamish General Business				Active	Apr-30-2019	Jul-29-2013
Sequim General Business				Active	Apr-30-2019	Feb-07-2013
Shelton General Business	0026220			Active	Dec-31-2018	Sep-12-2018
Shoreline General Business				Active	Apr-30-2019	Dec-27-2016
Spokane General Business				Active	Nov-30-2018	Nov-13-2017
Spokane Valley General Business				Active	Nov-30-2018	Nov-29-2017
Stanwood General Business				Active	Apr-30-2019	Oct-28-2008
Sultan General Business				Active	Aug-31-2019	Aug-28-2018
Sumner General Business	BUS2002-211			Active	Apr-30-2019	Jan-01-2002
Tumwater General Business	R-014424			Active	Apr-30-2019	Dec-27-2016
Vancouver General Business				Active	Apr-30-2019	Dec-01-1995
Yelm General Business - Non-Resident	10540			Active	Dec-31-2018	Sep-19-2018

3 of 3

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

Governing people	Title
BUHLER, FRANK	Director
DALRYMPLE, WAITE	Director
JENKINS, TIM	Director
MOEINI, HOLLI	

7 Rows

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

Governing people	Title
MURILLO, BLAKE	
OKAMOTO, JOHN	Director
PEACOCK, JEFFREY	

7 Rows

Registered Trade Names

Registered trade names	Status		First issued
PARAMETRIX, INC.	Active		Sep-16-1986
THE SHEA GROUP	Active		Apr-17-2001

2 Rows

The Business Lookup information is updated nightly.
Search date and time: 11/2/2018 2:33:05 PM

Working together to fund Washington's future

Agenda Sheet for City Council Meeting of: 11/19/2018		Date Rec'd	11/1/2018
		Clerk's File #	OPR 2018-0731
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2019049
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 - COFFMAN ENGINEERS - ELECTRICAL ENGINEERING FOR FEDERAL		

Agenda Wording

Local Area A&E Professional Services Consultant Agreement with Coffman Engineers(Spokane, WA) for Electrical Engineering Services for 2019-2020 Federal Aid Projects for an amount not to exceed $150,000.00.(Various Neighborhood Councils)

Summary (Background)

This agreement for Electrical Engineering Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Supplemental Agreements will be prepared under this agreement and scoped for individual project needs. Funding shall be from the individual project.

Fiscal Impact	Grant related? YES Public Works? YES	Budget Account
Expense	$ 150,000.00	# VARIOUS
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	F&A 10/15/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
Additional Approvals		mdoval@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
GRANTS &	STOPHER, SALLY	niven@coffman.com	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Position #2 Instrument Repair Technician for CSO program. The Instrument Repair Technician for CSO is responsible for maintaining, troubleshooting, calibration and testing of open channel flow monitoring equipment, rain gauges, hydrogen sulfide monitors, remote telemetry equipment, programmable logic controllers (PLC's) and stationary gas monitoring systems as it relates to CSO, sanitary and storm line flow monitoring. Position #3 Electronic Communications Tech Aide for CSO program. This position's main responsibility is to assist with the installation, troubleshooting and maintenance of flow monitoring equipment, rain gauges, Hydrogen Sulfide monitors and telemetry equipment.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Finance & Administration

Division & Department:	Public Works, Engineering Services
Subject:	On Call Engineering Consultants
Date:	10-15-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	CM Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	These contracts support projects in the 6 year comprehensive plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract award to various consultants

Background/History: Engineering Services has "on-call" agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City's public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Executive Summary:

- A request for qualifications has been advertised earlier this fall for structural engineering, geotechnical engineering, electrical engineering, surveying, landscape architecture and culture resource consultants.
- A review committee ranked the firms by qualifications, one or two firms will be selected for each discipline.
- Because of FHWA requirements, we are required to have a separate contracts for consultants working on FHWA funded projects so several of these disciplines will have two contracts, one for FHWA funded projects and one for all other projects.
- Engineering Services expects to bring 9 total agreements to council over the next 4 weeks including six for FHWA funded projects and three for non-WSDOT funded projects.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:

Approved in current year budget? X Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes X No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Historical Research Associates, Inc.	
Address 715 E. Sprague Ave., Ste. 200, Spokane, WA 99202	Federal Aid Number Various
UBI Number 601-180-083	Federal TIN or SSN Number 81-0373761
Execution Date	Completion Date December 31, 2020
1099 Form Required ☑ Yes ☐ No	Federal Participation ☑ Yes ☐ No
Project Title Cultural Resources Consultant Services for 2019-2020 Federal Aid Projects	
Description of Work The scope of services may include one or more of the following tasks on the projects listed in Exhibit A: •Preparation of cultural and historic resources studies including field exploration as required •Coordination with area Indian tribes and DAHP •Consultation with City of Spokane design engineers to recommend ways to eliminate project effects on cultural/historic resources. •Construction phase monitoring where required	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Maximum Amount Payable: $250,000

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:
Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

If to CONSULTANT:
Name: Brent Hicks
Agency: Historical Research Associates, Inc.
Address: 715 E. Sprague Ave, Ste. 200
City: Spokane State: WA Zip: 99201
Email: bhicks@hraassoc.com
Phone: 509-624-0441
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject t renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

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

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

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

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

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

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to th 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 s final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this 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 this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

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

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

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

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

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

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

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

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before fina payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplemen to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

Exhibit A
Scope of Work

Project No.

The scope of work for the various federal aid projects covered in this agreement will vary by project but is generally described in the "Description of Work" on the first page of this agreement. The projects covered include:

•Post St Bridge Deck Replacement – bridge reconstruction
•Downtown Sidewalk Pedestrian Improvements – sidewalk vault fill
•Sprague Ave (multiple phases) – pavement reconstruction, curb bumpouts, stormwater separation etc.
•Hamilton St Corridor Enhancement Project – signal replacements, turn pockets and ADA compliance updates at signalized intersections
•Sunset Highway Bike Path – Royal to Deer Heights – bike path construction
•Spokane Pavement Preservation – North – grind and overlay
•Cincinnati Greenway – bumpouts, islands, barriers, etc.
•Fish Lake Trail to Centennial Trail Connection – bike path construction

Agreement Number:

Exhibit B
DBE Participation/SBE Plan

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

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agenc . 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

To be mutually agreed to

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Industry standard - to be mutually agreed to

Agreement Number:

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

Phone or in-person consultation as necessary

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

PDF format unless project manager request MS-Word format

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

Varies by project

Agreement Number:

II. Any Other Electronic Files to Be Provided

Varies by project

III. Methods to Electronically Exchange Data

Email or City provided FTP site

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Standard email

C. File Transfers Format

Microsoft Office or PDF

Exhibit D
Prime Consultant Cost Computations

Will be negotiated project by project subject to attached fee/rate schedule (Exhibit K) before notice to proceed for project is given.

Agreement Number:

Exhibit E
Sub-consultant Cost Computations

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

Agreement Number:

Exhibit F
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 this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSU TANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

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

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

Exhibit G
Certification Document

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Historical Research Associates, Inc.
whose address is
715 E. Sprague Ave., Ste. 200, Spokane, WA 99201
and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONS TANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, o ganization or person (other than a bona fide employee working solel for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Spokane

I hereby certify that I am the:

☑ Mayor

☐ Other

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

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or o ganization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receivin stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connectio with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with thi Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

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

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

Firm: Historical Research Associates, Inc.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $.

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

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

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

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

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

Notes: Cost of added insurance requirements: $.

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

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J
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 clai
- 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 wit 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 met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

Agreement Number:

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 clai
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

Agenda Sheet for City Council Meeting of: 11/19/2018		Date Rec'd	11/1/2018
		Clerk's File #	OPR 2018-0732
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2019051
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 - LSB CONSULTING ENGINEERS - STRUCTURAL ENGINEERING - FEDERAL		

Agenda Wording

Local Area A&E Professional Services Consultant Agreement with LSB Consulting Engineers, Inc. (Spokane, WA) for Structural Engineering Services for 2019-2020 Federal Aid Projects for an amount not to exceed $200,000.00.(Various Neighborhood Councils)

Summary (Background)

This agreement for Structural Engineering Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Supplemental Agreements will be prepared under this agreement and scoped for individual project needs. Funding shall be from the individual project.

Fiscal Impact	Grant related? YES Public Works? YES	Budget Account
Expense	$ 200,000.00	# VARIOUS
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	F&A 10/15/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokaneicty.org	
Additional Approvals		mdoval@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
GRANTS &	STOPHER, SALLY	scholz@lsbengineers.com	

Briefing Paper
Finance & Administration

Division & Department:	Public Works, Engineering Services
Subject:	On Call Engineering Consultants
Date:	10-15-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	CM Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	These contracts support projects in the 6 year comprehensive plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract award to various consultants

Background/History: Engineering Services has "on-call" agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City's public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Executive Summary:

- A request for qualifications has been advertised earlier this fall for structural engineering, geotechnical engineering, electrical engineering, surveying, landscape architecture and culture resource consultants.
- A review committee ranked the firms by qualifications, one or two firms will be selected for each discipline.
- Because of FHWA requirements, we are required to have a separate contracts for consultants working on FHWA funded projects so several of these disciplines will have two contracts, one for FHWA funded projects and one for all other projects.
- Engineering Services expects to bring 9 total agreements to council over the next 4 weeks including six for FHWA funded projects and three for non-WSDOT funded projects.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:

Approved in current year budget? X Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes X No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Historical Research Associates, Inc.	
Address 715 E. Sprague Ave., Ste. 200, Spokane, WA 99202	Federal Aid Number Various
UBI Number 601-180-083	Federal TIN or SSN Number 81-0373761
Execution Date	Completion Date December 31, 2020
1099 Form Required ☑ Yes ☐ No	Federal Participation ☑ Yes ☐ No
Project Title Cultural Resources Consultant Services for 2019-2020 Federal Aid Projects	
Description of Work The scope of services may include one or more of the following tasks on the projects listed in Exhibit A: •Preparation of cultural and historic resources studies including field exploration as required •Coordination with area Indian tribes and DAHP •Consultation with City of Spokane design engineers to recommend ways to eliminate project effects on cultural/historic resources. •Construction phase monitoring where required	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Maximum Amount Payable: $250,000

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:
Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

If to CONSULTANT:
Name: Brent Hicks
Agency: Historical Research Associates, Inc.
Address: 715 E. Sprague Ave, Ste. 200
City: Spokane State: WA Zip: 99201
Email: bhicks@hraassoc.com
Phone: 509-624-0441
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject t renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

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

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

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

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

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

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to th 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 s final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this 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 this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

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

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

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

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

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

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

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

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before fina payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplemen to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

Exhibit A
Scope of Work

Project No.

The scope of work for the various federal aid projects covered in this agreement will vary by project but is generally described in the "Description of Work" on the first page of this agreement. The projects covered include:

•Post St Bridge Deck Replacement – bridge reconstruction
•Downtown Sidewalk Pedestrian Improvements – sidewalk vault fill
•Sprague Ave (multiple phases) – pavement reconstruction, curb bumpouts, stormwater separation etc.
•Hamilton St Corridor Enhancement Project – signal replacements, turn pockets and ADA compliance updates at signalized intersections
•Sunset Highway Bike Path – Royal to Deer Heights – bike path construction
•Spokane Pavement Preservation – North – grind and overlay
•Cincinnati Greenway – bumpouts, islands, barriers, etc.
•Fish Lake Trail to Centennial Trail Connection – bike path construction

Agreement Number:

Exhibit B
DBE Participation/SBE Plan

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

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agenc . 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

To be mutually agreed to

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Industry standard - to be mutually agreed to

Agreement Number:

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

Phone or in-person consultation as necessary

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

PDF format unless project manager request MS-Word format

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

Varies by project

Agreement Number:

II. Any Other Electronic Files to Be Provided

Varies by project

III. Methods to Electronically Exchange Data

Email or City provided FTP site

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Standard email

C. File Transfers Format

Microsoft Office or PDF

Exhibit D
Prime Consultant Cost Computations

Will be negotiated project by project subject to attached fee/rate schedule (Exhibit K) before notice to proceed for project is given.

Agreement Number:

Exhibit E
Sub-consultant Cost Computations

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

Agreement Number:

Exhibit F
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 this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSU TANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

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

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

Exhibit G
Certification Document

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Historical Research Associates, Inc.
whose address is
715 E. Sprague Ave., Ste. 200, Spokane, WA 99201
and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONS TANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, o ganization or person (other than a bona fide employee working solel for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Spokane

I hereby certify that I am the:

☑ Mayor

☐ Other

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

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or o ganization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receivin stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connectio with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with thi Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

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

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

Firm: Historical Research Associates, Inc.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $.

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

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

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

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

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

Notes: Cost of added insurance requirements: $.

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

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J
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 clai
- 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 wit 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 met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

Agreement Number:

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 clai
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/1/2018
		Clerk's File #	OPR 2018-0733
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN BULLER 625-6391	**Project #**	2019055
Contact E-Mail	DBULLER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	MASTER
Agenda Item Name	0370 - HRA CULTURAL RESOURCES CONSULTANT FOR FEDERAL PROJECTS		

Agenda Wording

Local Area A&E Professional Services Consultant Agreement with Historical Research Associates (HRA)(Spokane, WA) for Cultural Resources Services for 2019-2020 Federal Aid Projects for an amount not to exceed $250,000.00.(Various Neighborhood Council)

Summary (Background)

This agreement for Cultural Resources Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Supplemental Agreements will be prepared under this agreement and scoped for individual project needs. Funding shall be from the individual project.

Fiscal Impact	Grant related? YES Public Works? YES	**Budget Account**
Expense	**$** 250,000.00	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	F&A 10/15/18
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
Additional Approvals		mdoval@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
GRANTS &	STOPHER, SALLY	bhicks@hraassoc.com	

Briefing Paper
Finance & Administration

Division & Department:	Public Works, Engineering Services
Subject:	On Call Engineering Consultants
Date:	10-15-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	CM Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	These contracts support projects in the 6 year comprehensive plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract award to various consultants

Background/History: Engineering Services has "on-call" agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City's public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Executive Summary:

- A request for qualifications has been advertised earlier this fall for structural engineering, geotechnical engineering, electrical engineering, surveying, landscape architecture and culture resource consultants.
- A review committee ranked the firms by qualifications, one or two firms will be selected for each discipline.
- Because of FHWA requirements, we are required to have a separate contracts for consultants working on FHWA funded projects so several of these disciplines will have two contracts, one for FHWA funded projects and one for all other projects.
- Engineering Services expects to bring 9 total agreements to council over the next 4 weeks including six for FHWA funded projects and three for non-WSDOT funded projects.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:

Approved in current year budget? X Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes X No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Historical Research Associates, Inc.	
Address 715 E. Sprague Ave., Ste. 200, Spokane, WA 99202	Federal Aid Number Various
UBI Number 601-180-083	Federal TIN or SSN Number 81-0373761
Execution Date	Completion Date December 31, 2020
1099 Form Required ☑ Yes ☐ No	Federal Participation ☑ Yes ☐ No
Project Title Cultural Resources Consultant Services for 2019-2020 Federal Aid Projects	
Description of Work The scope of services may include one or more of the following tasks on the projects listed in Exhibit A: •Preparation of cultural and historic resources studies including field exploration as required •Coordination with area Indian tribes and DAHP •Consultation with City of Spokane design engineers to recommend ways to eliminate project effects on cultural/historic resources. •Construction phase monitoring where required	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Maximum Amount Payable: $250,000

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:
Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

If to CONSULTANT:
Name: Brent Hicks
Agency: Historical Research Associates, Inc.
Address: 715 E. Sprague Ave, Ste. 200
City: Spokane State: WA Zip: 99201
Email: bhicks@hraassoc.com
Phone: 509-624-0441
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject t renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

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

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

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

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

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

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to th 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 s final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this 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 this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

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

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

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6700
Facsimile: 509-625-6349

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

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

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

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

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before fina payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplemen to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

Exhibit A
Scope of Work

Project No.

The scope of work for the various federal aid projects covered in this agreement will vary by project but is generally described in the "Description of Work" on the first page of this agreement. The projects covered include:

•Post St Bridge Deck Replacement – bridge reconstruction
•Downtown Sidewalk Pedestrian Improvements – sidewalk vault fill
•Sprague Ave (multiple phases) – pavement reconstruction, curb bumpouts, stormwater separation etc.
•Hamilton St Corridor Enhancement Project – signal replacements, turn pockets and ADA compliance updates at signalized intersections
•Sunset Highway Bike Path – Royal to Deer Heights – bike path construction
•Spokane Pavement Preservation – North – grind and overlay
•Cincinnati Greenway – bumpouts, islands, barriers, etc.
•Fish Lake Trail to Centennial Trail Connection – bike path construction

Agreement Number:

Exhibit B
DBE Participation/SBE Plan

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

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agenc . 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

To be mutually agreed to

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Industry standard - to be mutually agreed to

Agreement Number:

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

Phone or in-person consultation as necessary

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

PDF format unless project manager request MS-Word format

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

Varies by project

Agreement Number:

II. Any Other Electronic Files to Be Provided

Varies by project

III. Methods to Electronically Exchange Data

Email or City provided FTP site

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Standard email

C. File Transfers Format

Microsoft Office or PDF

Exhibit D
Prime Consultant Cost Computations

Will be negotiated project by project subject to attached fee/rate schedule (Exhibit K) before notice to proceed for project is given.

Agreement Number:

Exhibit E
Sub-consultant Cost Computations

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

Agreement Number:

Exhibit F
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 this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSU TANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

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

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

Exhibit G
Certification Document

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Historical Research Associates, Inc.
whose address is
715 E. Sprague Ave., Ste. 200, Spokane, WA 99201
and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONS TANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, o ganization or person (other than a bona fide employee working solel for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Spokane

I hereby certify that I am the:

☑ Mayor

☐ Other

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

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or o ganization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receivin stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connectio with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with thi Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Historical Research Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

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

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

Firm: Historical Research Associates, Inc.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $.

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

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

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

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

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

Notes: Cost of added insurance requirements: $.

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

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J
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 clai
- 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 wit 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 met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

Agreement Number:

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 clai
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

Agenda Sheet for City Council Meeting of: 11/19/2018		Date Rec'd	11/5/2018
		Clerk's File #	OPR 2018-0734
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2019056
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	RFQ 4489-18
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 - HRA ON CALL SERVICES CONTRACT 2019 - 2020		

Agenda Wording

Consultant Agreement with Historical Research Associates, (Spokane, WA) for Cultural Resource Consultant On-Call Services for 2019-2020 Projects - Non-Federal for an amount not to exceed $500,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Cultural Resource On-Call Services is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 500,000.00	# VARIOUS
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	F&A 10/15/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mdoval@spokanecity.org	
Additional Approvals		htrautman@spokanecity.org	
Purchasing	WAHL, CONNIE	htrautman@spokanecity.org	
		publicworksaccounting@spokanecity.org	

Briefing Paper
Finance & Administration

Division & Department:	Public Works, Engineering Services
Subject:	On Call Engineering Consultants
Date:	10-15-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	CM Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	These contracts support projects in the 6 year comprehensive plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract award to various consultants

Background/History: Engineering Services has "on-call" agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City's public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Executive Summary:

- A request for qualifications has been advertised earlier this fall for structural engineering, geotechnical engineering, electrical engineering, surveying, landscape architecture and culture resource consultants.
- A review committee ranked the firms by qualifications, one or two firms will be selected for each discipline.
- Because of FHWA requirements, we are required to have a separate contracts for consultants working on FHWA funded projects so several of these disciplines will have two contracts, one for FHWA funded projects and one for all other projects.
- Engineering Services expects to bring 9 total agreements to council over the next 4 weeks including six for FHWA funded projects and three for non-WSDOT funded projects.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:

Approved in current year budget? X Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes X No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

City Clerk's No. _____
Project Number: 2019056

City of Spokane

CONSULTANT AGREEMENT

Title: CULTURAL RESOURCE CONSULTANT SERVICES FOR 2019-2020 PROJECTS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HISTORICAL RESEARCH ASSOCIATES**, whose address is 715 East Sprague Avenue, Suite 200, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **CULTURAL RESOURCE CONSULTANT SERVICES FOR 2019-2020 PROJECTS**; and*

WHEREAS, the Consultant was selected through a Request for Qualification No. 4489-18.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on December 3, 2018 and ends on December 31, 2020, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the parties for an additional year.

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

3. SCOPE OF WORK.
The scope of services will include, but is not limited to, the following:

- Preparation of cultural and historic resources studies including field exploration as required
- Coordination with area Indian tribes and DAHP
- Consultation with City of Spokane design engineers to recommend ways to eliminate project effects on cultural/historic resources.
- Construction phase monitoring where required

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

4. PAYMENT.
Total compensation for Consultant's services under this Agreement shall not exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)**, unless modified by a written amendment to this Agreement.

Estimated individual project fees are expected to range from approximately $5,000 to $50,000 and shall be negotiated for each project. Total expenditures over the two year life of the agreement shall not exceed a total of $500,000.00. Contract expenditure is an estimate only and is not guaranteed. The City does not guarantee that all work listed above will be awarded to the Firm selected as a result of this RFQ.

5. COMPENSATION/PAYMENT.
The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare** (out of town subconsultants only): Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals** (out of town subconsultants only)**:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per

Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

F. **Lodging** (out of town subconsultants only)**:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
H. **Rental Car** (out of town subconsultants only)**:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.
J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Consultant does

not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Engineering Services Department City of Spokane 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Historical Research Associates 715 East Sprague Avenue, Suite 200 Spokane, WA 99201

10. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Consultant’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. DEBARMENT AND SUSPENSION.

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

14. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

16. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

17. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

18. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing

prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are public records which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records**. If no Court order is procured by Consultant, the City will release the requested records.**

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

24. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

HISTORICAL RESEARCH ASSOCIATES	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments: Exhibit A – Debarment Certificate

18-199

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

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

Agenda Sheet for City Council Meeting of: 11/19/2018		Date Rec'd	11/5/2018
		Clerk's File #	OPR 2018-0735
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2019050
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	RFQ 4487-18
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 – COFFMAN ENGINEERS ON CALL SERVICES CONTRACT 2019 - 2020		

Agenda Wording

Consultant Agreement with Coffman Engineers, (Spokane, WA) for On-Call Electrical Engineering Services for 2019-2020 Projects - Non-Federal for an amount not to exceed $150,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Coffman Engineers On-Call Services is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Fiscal Impact	Grant related? TEST Public Works? NO	Budget Account
Expense	$ 150,000.00	# VARIOUS
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	F&A 10/15/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mdoval@spokanecity.org	
Additional Approvals		htrautman@spokanecity.org	
Purchasing	WAHL, CONNIE	publicworksaccounting@spokanecity.org	

Briefing Paper
Finance & Administration

Division & Department:	Public Works, Engineering Services
Subject:	On Call Engineering Consultants
Date:	10-15-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	CM Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	These contracts support projects in the 6 year comprehensive plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract award to various consultants

Background/History: Engineering Services has "on-call" agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City's public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Executive Summary:

- A request for qualifications has been advertised earlier this fall for structural engineering, geotechnical engineering, electrical engineering, surveying, landscape architecture and culture resource consultants.
- A review committee ranked the firms by qualifications, one or two firms will be selected for each discipline.
- Because of FHWA requirements, we are required to have a separate contracts for consultants working on FHWA funded projects so several of these disciplines will have two contracts, one for FHWA funded projects and one for all other projects.
- Engineering Services expects to bring 9 total agreements to council over the next 4 weeks including six for FHWA funded projects and three for non-WSDOT funded projects.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:

Approved in current year budget? X Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes X No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

City Clerk's No. _____
Project Number: 2019050

City of Spokane

CONSULTANT AGREEMENT

Title: ELECTRICAL ENGINEERING SERVICES FOR 2019-2020 PROJECTS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COFFMAN ENGINEERS**, whose address is 10 North Post Street, Suite 500, Spokane, Washington, 99212 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **ELECTRICAL ENGINEERING SERVICES FOR 2019-2020 PROJECTS**; and*

WHEREAS, the Consultant was selected through a Request for Qualification No. 4487-18.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on December 1, 2018 and ends on December 31, 2020, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the parties for an additional year.

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

3. SCOPE OF WORK.
The scope of services will include, but is not limited to, the following:

- Power system studies including arc flash analysis and coordination utilizing modeling, analysis and optimization software
- Lighting design and analysis including design for streets, parks and other facilities
- Power systems design
- Control system design including programmable logic controller (PLC) control panels and instrumentation for water and wastewater applications
- Control systems factory acceptance testing, site startup and troubleshooting
- Motor Control Center (MCC) design

- Utility service coordination
- Standby power generation system design

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

4. PAYMENT.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00)**, unless modified by a written amendment to this Agreement.

Estimated individual project fees are expected to range from approximately $5,000 to $50,000 and shall be negotiated for each project. Total expenditures over the two year life of the agreement shall not exceed a total of $150,000.00. Contract expenditure is an estimate only and is not guaranteed. The City does not guarantee that all work listed above will be awarded to the Firm selected as a result of this RFQ.

5. COMPENSATION/PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

D. **Airfare** (out of town subconsultants only): Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals** (out of town subconsultants only)**:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging** (out of town subconsultants only)**:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
H. **Rental Car** (out of town subconsultants only)**:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.
J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	**If to the Consultant:**
Engineering Services Department City of Spokane 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Coffman Engineers 10 North Post Street, Suite 500 Spokane, Washington, 99212

10. SOCIAL EQUITY REQUIREMENTS.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.
The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE.
The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Consultant’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

14. AUDIT.
Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or

other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

16. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

17. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

18. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does

the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are public records which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records**. If no Court order is procured by Consultant, the City will release the requested records.**

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal

to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

24. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time

extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

COFFMAN ENGINEERS	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments: Exhibit A – Debarment Certificate

18-198

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/5/2018
		Clerk's File #	OPR 2018-0736
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN BULLER 625-6391	**Project #**	2019054
Contact E-Mail	DBULLER@SPOKANECITY.ORG	**Bid #**	RFQ 4491-18
Agenda Item Type	Contract Item	**Requisition #**	MASTER
Agenda Item Name	0370 – PARAMETRIX, INC. LANDSCAPE ARCHITECT ON CALL SERVICES		

Agenda Wording

Consultant Agreement with Parametrix, Inc., (Spokane, WA) for Landscape Architect On-Call Services for 2019-2020 Projects - Non-Federal, for an amount not to exceed $250,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Landscape Architect On-Call Services is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 250,000.00	**#** VARIOUS
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	F&A 10/15/18
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mdoval@spokanecity.org	
Additional Approvals		htrautman@spokanecity.org	
Purchasing	WAHL, CONNIE	publicworksaccounting@spokanecity.org	

Briefing Paper
Finance & Administration

Division & Department:	Public Works, Engineering Services
Subject:	On Call Engineering Consultants
Date:	10-15-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	CM Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	These contracts support projects in the 6 year comprehensive plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract award to various consultants

Background/History: Engineering Services has "on-call" agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City's public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Executive Summary:

- A request for qualifications has been advertised earlier this fall for structural engineering, geotechnical engineering, electrical engineering, surveying, landscape architecture and culture resource consultants.
- A review committee ranked the firms by qualifications, one or two firms will be selected for each discipline.
- Because of FHWA requirements, we are required to have a separate contracts for consultants working on FHWA funded projects so several of these disciplines will have two contracts, one for FHWA funded projects and one for all other projects.
- Engineering Services expects to bring 9 total agreements to council over the next 4 weeks including six for FHWA funded projects and three for non-WSDOT funded projects.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:

Approved in current year budget? X Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes X No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

City Clerk's No. _____
Project Number: 2019054

City of Spokane

CONSULTANT AGREEMENT

Title: LANDSCAPE ARCHITECT SERVICES FOR 2019-2020 PROJECTS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PARAMETRIX**, whose address is 106 West Mission Avenue, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **LANDSCAPE ARCHITECT SERVICES FOR 2019-2020 PROJECTS**; and*

WHEREAS, the Consultant was selected through a Request for Qualification No. 4491-18.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on December 3, 2018 and ends on December 31, 2020, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the parties for an additional year.

2. TIME OF BEGINNING AND COMPLETION.
The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.
The scope of services will include, but is not limited to, the following:

- Street projects, including landscaping of pedestrian buffer strips, storm drainage areas,
- Gateway entry statements to communities and institutions,
- Pump station and other public utility buildings,
- Parking lots,
- Miscellaneous items, such as project scope descriptions, concept designs, "green" Infrastructure concepts, site layouts, cost estimates, coordination efforts.

Work shall be authorized by the City by means of written task assignments associated with specific projects. The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.
Total compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00)**, unless modified by a written amendment to this Agreement.

Estimated individual project fees are expected to range from approximately $5,000 to $50,000 and shall be negotiated for each project. Total expenditures over the two year life of the agreement shall not exceed a total of $250,000.00. Contract expenditure is an estimate only and is not guaranteed. The City does not guarantee that all work listed above will be awarded to the Firm selected as a result of this RFQ.

5. COMPENSATION/PAYMENT.
The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare** (out of town subconsultants only): Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals** (out of town subconsultants only)**:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per

Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

F. **Lodging** (out of town subconsultants only)**:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car** (out of town subconsultants only)**:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Consultant does

not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Engineering Services Department City of Spokane 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Parametrix 106 West Mission Avenue Spokane, WA 99201

10. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Consultant’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

14. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

16. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

17. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

18. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work

or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use,

execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are public records which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records**. If no Court order is procured by Consultant, the City will release the requested records.**

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

24. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

PARAMETRIX	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments: Exhibit A – Debarment Certificate

18-200

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

Agenda Sheet for City Council Meeting of: 11/19/2018		Date Rec'd	10/24/2016
		Clerk's File #	OPR 2018-0737
		Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	
Contact Name/Phone	M SHARTS X6840	Project #	
Contact E-Mail	MSHARTS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR19841
Agenda Item Name	1680 J AULD APTS LLC - JAYNE AULD MANOR APARTMENTS		

Agenda Wording

Loan Agreement & other documents with J Auld Apts LLC (Spokane) for construction of Jayne Auld Manor, a 48-unit apartment complex at 2830 E Francis and 6205 & 6211 N Regal St. - $320,000 HOME CHDO funds (Hillyard)

Summary (Background)

The City receives HOME grants from HUD for rental housing projects affordable to low-income households. The loan agreement requires that 2 2-bedroom units and 2 3-bedroom units benefit households at or below 30% of area median income for at least 20 years. Affordable restrictions from other funders apply, including WA State Housing Trust Fund, housing bonds, and tax credits. Spokane Housing Ventures is the sole member of SHV A LLC, the managing member of J Auld Apts LLC.

Fiscal Impact	Grant related? Public Works? NO	Budget Account
Expense	$ 320,000 HOME CHDO funds	# 1710 95848 51010 54201 99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	KEENAN, KELLY	Study Session	UE 2/12/18, 11/12/18
Division Director	TRAUTMAN, HEATHER	Other	CHHS Bd 10/31/17
Finance	HUGHES, MICHELLE	Distribution List	
Legal	RICHMAN, JAMES	CHHSaccounting, mdoval, cbrown, kkeenan,	
For the Mayor	ORMSBY, MICHAEL	msharts, daver@spokanehousingventures.org,	
Additional Approvals		bbritzmann@rosenblumgoldenhersh.com	
Purchasing		susanl@spokanehousingventures.org	

Briefing Paper
Urban Experience Committee

Division & Department:	Neighborhood & Business Services Community, Housing, and Human Services (CHHS) Department
Subject:	Documentation for Jayne Auld Manor Apartments
Date:	November 12, 2018
Author (email & phone):	Melora Sharts msharts@spokanecity.org 625-6840
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	City of Spokane Consolidated Plan City of Spokane Comprehensive Plan
Strategic Initiative:	Safe and Affordable Housing Choice
Deadline:	December 15, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Development of 47 new rental units with long-term affordability requirements.

Background/History:

The City of Spokane receives HUD HOME program funding exclusively for affordable housing developments. The allocation of HOME funds was affirmed by the CHHS Board on 11/1/17. The project was one of three presented to the UE Committee 2/12/18. The project has now received all required funding and is moving toward a loan closing within the next 2 months.

Executive Summary:

- Jayne Auld Manor Apartments is a 48-unit affordable housing project to be constructed at 2830 E Francis and 6205-6211 N Regal. Project is located in "The Zone".
- Project units include 25 2-bedroom, 23 3-bedroom & a manager's unit.
- Loan is for $320,000 in HOME funds. Borrower is J Auld Apts LLC, a single asset LLC formed by Spokane Housing Ventures, as required for low-income housing tax credit and bond financing.
- Most units will be affordable to households at or below 60% of area median income (AMI); the four City HOME units will be affordable to households at or below 30% AMI ($19,550 for a 4-person household) for 30 years. Affordability requirements are also imposed by the State Dept of Commerce and the WA State Housing Finance Commission.
- Documentation of all funding is expected to be completed in December 2018. Units are expected to be available for rent by Spring 2020.

Budget Impact:

Approved in current year budget? XX Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes XX No
If new, specify funding source:
Other budget impacts: HOME grant match is required and provided by other funding sources.

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No
Requires change in current operations/policy? ☐ Yes XX No
Specify changes required: None
Known challenges/barriers: None

Briefing Paper
Urban Experience Committee

Division & Department:	Neighborhood & Business Services Division Community, Housing, & Human Services Dept.
Subject:	Review of HOME-funded housing projects
Date:	February 12, 2018
Author (email & phone):	Melora Sharts (msharts@spokanecity.org, x6840)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	HUD Consolidated Plan
Strategic Initiative:	Urban Experience – available housing
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	If all new allocations move forward, 3 housing projects with 54 new units would be developed and one housing project with 43 existing units would be updated.

Background/History: The City receives federal funds from the U. S. Department of Housing and Urban Development (HUD) through its HOME Investment Partnerships Program (HOME), which is administered by the CHHS Dept. Eligible uses include the construction, rehabilitation, and acquisition of rental properties, which are affordable to low-income tenants. Eligible recipients include for-profit and non-profit housing providers and housing authorities. Some funding is restricted to non-profits designated as Community Housing Development Organizations (CHDO).

Following an RFP process and review by its Affordable Housing (AH) subcommittee, the CHHS Board recommends projects for allocation of HOME funds. The most recent allocations are listed in the attachment. As plans and funding sources solidify, loan documents will be bought to Council for approval.

Executive Summary:

- In October 2017, 3 projects involving new construction were recommended for funding by the AH Committee meeting and affirmed by the CHHS Board on 11/1/17.
- Two projects will be developed by Basalt Rock, LLC (owned by the Vasilenkos). The City-owned lots at 2418 E First Ave and 2413 E 7th Ave will be transferred to Basalt Rock, LLC and it will develop a 4-plex and a duplex. The six units will be 2- and 3-bedroom units and be affordable to households with incomes at or below 30% and 50% of area median income (AMI) for at least 20 years. (For a 4-person household, 30% of AMI is $19,700 and 50% of AMI is $32,850.) These projects should come before Council this Spring.
- Spokane Housing Ventures (SHV) will develop a 48-unit apartment complex with 24 2-bedroom units, 23 3-bedroom units, and a manager's unit. The 4 designated HOME units will be affordable to households ≤ 30% AMI and others target households with incomes ≤ 60% AMI. SHV applied for other funds, including low-income housing tax credits, bonds, and funds from the WA State Housing Trust Fund. Project timing project depends upon other funds.
- Information on these and other projects is in the attached table.

Budget Impact:

Approved in current year budget? ■ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ■ No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.) HOME match requirements have already been met.

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ■ No

Specify changes required:

Known challenges/barriers:

PROPOSED BUDGET

J AULD APTS LLC
JAYNE AULD MANOR

2830 E Francis and 6205-11 N Regal

New buildings	5,209,000	Bond mortgage loan	3,167,600
Contactor OH/Profit	560,000	LIHTC equity	3,613,000
Construction contingency	563,000	WA Housing Trust Fund	2,500,000
Site work/infrastructure	842,000	Deferred developer fee	300,000
Sales tax	582,000		
Bonds & insurance	160,000		
Appraisal (buyers)/market study	7,800	**City HOME funds**	**320,000**
Architect	380,000		
Engineering	35,000		
Environmental/geotechnical	5,855		
Boundary & Topographic Surveys	6,500		
Legal-real estate	2,000		
Project management	30,000		
Soft cost contingency	21,845		
Construction loan fees & expenses	83,000		
Construction loan legal	20,000		
Construction loan interest	180,000		
Lease up interest	20,000		
Permanent loan fees/expenses	21,000		
Perm loan legal	20,000		
LIHTC fees	14,000		
LIHTC legal	30,000		
LIHTC owners title policy	20,000		
State HTF fees	50,000		
Other	5,000		
RE taxes/insurance	20,000		
Permits/fees/hookups	28,000		
Impact/Mitigation fees	34,600		
Development period utilities	7,500		
Accounting/audit	12,000		
Marketing/leasing	7,500		
Leaseup carrying costs/reserve	15,000		
Issuer fees, expenses	23,000		
Bond counsel	30,000		
Trustee fees & expenses	15,000		
Underwriter fees & counsel	20,000		
Borrower's bond counsel	20,000		
Operating reserves	100,000		
Developer fee	700,000		
TOTAL	**$9,900,600**	**TOTAL**	**$9,900,600**

The Project includes 48 total units. Land will be leased from Northwest Association for Housing Affordability. The 25 two-bedroom unit and 23 3-bedroom units, including a two-bedroom manager's unit, will be built with 36 in a 3-story walkup building, 2 above the community center, and 10 duplexes. Construction will be slab on grade, with Hardi-plank and Hardi-shingle cement-based siding, 40-year Energy Star fiberglass shingle roof, and vinyl windows. Units will include: insulated exterior metal doors; vinyl flooring; Energy Star refrigerators, range hoods and 4-burner range/ovens; washer/dryer hookups; central hot

water; split ductless heat pumps with heating and air conditioning and electric resistance backup; low-sone bathroom exhaust fans; and low-energy and/or durable LED light fixtures. Units will have individual electrical meters. Plans include a playground near the duplexes and a community building. The project will have 51 parking spaces; at least six spaces will be accessible.

HOME-FUNDED RENTAL PROJECTS
PROPOSED AND UNDERWAY

Pending (allocations recommended by Community, Housing & Human Services Board for approval by Council)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type & approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	AH Committee Allocation	CHHS Board approval
Resident Court 1203 W 5th (Downtown) Bus: 42 (0 ft.)	Spokane Neighborhood Action Partners	Non-profit CHDO	$250,000	$250,000	0.0	43	25 stu/273-421 sf 11 1bd/480 sf 6 2bd/804-818 sf 1 2bd mngr/818sf	$5,814	$9	ELI, VLI-50	n.a.	CHE 6/5/17
East First Ave Fourplex 2418 E 1st Ave (East Central) Bus: 90 (2 blocks)	Basalt Rock, LLC/Vasilenko	For-profit	$245,000	$294,313	0.2	4	2 2bd/1120 sf 2 3bd/1380 sf	$73,578	$59	ELI, VLI-50	10/31/17	11/1/17
East 7th Avenue Duplex 2413 E 7th Ave (East Central) Bus: 94 (.3 mi)	Basalt Rock, LLC/Vasilenko	For-profit	$175,000	$237,420	0.4	2	2 3bd/1380 sf	$118,710	$86	ELI, VLI-50	10/31/17	11/1/17
Jayne Auld Manor 2830 E Francis, 6205-11 N Regal (Hillyard) Bus: 27 (.5 mi)	J Auld Apts LLC/Spokane Housing Ventures	For-profit owner/Non-profit sponsor, LIHTC, bonds	$320,000	$10,040,250	30.4	48	2 bd/846 sf 3bd/1098-1231 sf	$209,172	$204	ELI, LI-60	10/31/17	11/1/17
		Total	**$990,000**	**$10,821,983**	**9.9**	**97**						

Previously Approved by City Council (Underway)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type/ approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	Allocation date	Council approval
1 South Madelia 1 & 51 S Madelia (East Central) Buses: 90	1 South Madelia LLC/ Community Frameworks	For-profit owner/Non-profit sponsor, LIHTC	$300,000	$9,064,665	29.2	36	6 1bd/552 sf 11 2bd/768-1028 18 3bd/1209-1219 1 2 bd mngr	$251,796	$301	ELI, VLI-40, VLI-50, LI-60	10/13/15	2016-0487 6/20/16
Special Skills Duplex 2418 E 4th (East Central) Buses: 94 (blocks), 90 (5 blocks)	Inland Empire Residential Resources	Non-profit CHDO	$280,000	$281,500	0.0	2	1 2bd/1248 sf 1 3bd/1248 sf	$140,750	$113	ELI	5/3/16	2016-0488 6/20/16
1808 E 1st 1808 E First (East Central) Bus: 90	Basalt Rock, LLC/Vasilenko	For profit	$180,000	$320,215	0.8	4	3 2bd1000 sf 1 3bd/1824 sf	$80,054	$66	ELI, VLI-50	5/3/16	2016-0821 11/7/16
Hifumi En Apartments 926 E 8th Ave (East Central) Bus: 45 (2 blocks)	Spokane Housing Authority	Public housing authority	$330,000	$422,419	0.3	41	11 HOME units 41 1bd/550sf	$38,402	$70	ELI, VLI-50	10/11/16	2017-0352 5/22/17
Transitions Permanent Supportive Housing N Hemlock (Audubon-Downriver) Buses: 33 (.2 mi), 23 (.3 mi)	Transitions LIHTC LLC/ Transitional Programs for Women	For-profit owner/Non-profit sponsor, LIHTC	$650,000	$6,702,068	9.3	24	5 stu/416 sf 4 1bd/540 sf 12 2bd/650 sf 3 3bd/950 sf	$279,253	$376	ELI, VLI-50	10/13/15	2017-0492 7/24/17
		Total	**$1,740,000**	**$16,790,867**	**8.6**	**107**						

Income levels relate to Spokane area median income (AMI):

Extremely low-income (ELI)	Household income at or below 30% AMI.
Very low-income (VLI-45)	Household income at or below 45% AMI.
Very low-income (VLI-50)	Household income at or below 50% AMI.
Low-income (LI-60)	Household income at or below 60% AMI.
Market (MKT)	Unrestricted income.

Information as of 1/24/18
Community, Housing, Human Services Dept, City of Spokane
Contact: Melora Sharts, 509.625.6840 or msharts@spokanecity.org

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Confirm # of accessible units in I B – 3 mobility plus 1 sensory
Update legal, timeline. Has 10/23/18 budget; update if it changes

OPR #2018-_____

CITY OF SPOKANE
J AULD APTS LLC

JAYNE AULD MANOR

HOME PROGRAM LOAN AGREEMENT

This HOME Program Loan Agreement (the "Loan Agreement") is made effective this ___ day of _____, 2018 ("Effective Date"), by and between the **City of Spokane**, Washington, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing, and Human Services Department (the "Department"), 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, and **J Auld Apts LLC**, a Washington limited liability company (the "Borrower"), whose address is c/o Spokane Housing Ventures, 2001 N Division, Suite 100, Spokane, WA 99207. The managing member of the Borrower is **SHV A LLC**, a Washington limited liability company, whose sole member is **Spokane Housing Ventures**, a Washington nonprofit corporation ("SHV"). Borrower and City are together referenced as the "Parties". This Loan Agreement is part of a transaction further reflected in a Promissory Note (the "Note") and a HOME Program Loan Covenant Agreement ("Covenant Agreement"). The City's disbursements under the Loan Agreement are further secured by a Leasehold Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said documents shall have the same meaning in this Loan Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

WITNESSETH: The Parties hereby agree to diligently fulfill the following duties and to perform the following services in accordance with all of the conditions, terms and requirements of this Loan Agreement.

I. PURPOSE

A. The purpose of this Loan Agreement is to expand the supply of decent, safe, sanitary, and affordable housing for low-income, very low-income, and extremely low-income households pursuant to the HOME Investment Partnerships Program (24 CFR part 92 et seq., CFDA #14.239) ("HOME"). The City has designated SHV, the sole member of SHV A LLC, which is the sole managing member of Borrower, as a Community Housing Development Organization

("CHDO"), and the Borrower will be sponsor of the Project, pursuant to 24 CFR §92.300.

B. To accomplish the purpose of this Loan Agreement, the City shall use HOME funds to provide a portion of the financing for the Borrower's construction of the Jayne Auld Manor, a 48-unit apartment complex with 25 two-bedroom and 23 three-bedroom units, including a two-bedroom manager's unit, to be located at 2830 East Francis Avenue and 6205 & 6211 North Regal Street *(UPDATE AFTER BLA)* in Spokane, WA (the "Project"). The legal description of the Project is:

PTN LTS 1-3 & 25 AND 26 MORGAN'S ACRE PARK

Assessor's Parcel Numbers: 36331.0150, 36331.0151, 36331.0151

Property Addresses: 2830 East Francis Avenue and 6205 & 6211 North Regal Street
(UPDATE AFTER BLA)
See Attachment 1 for the full legal description.

The Project includes four HOME-assisted units, including two two-bedroom and two three-bedroom units. These units shall be considered to be "floating units", meaning that the units originally designated as HOME-assisted may change over time. The number of HOME-assisted units in the Project under the City's program shall never be less than four (4) units and any replacement units must be comparable in size, features, and number of bedrooms to those units originally identified as HOME-assisted units. Borrower shall provide the City with the address (e.g., street address and apartment number) of each HOME assisted unit no later than the time of initial occupancy.

Upon completion, at least three (3) units in the project shall be accessible to individuals with mobility impairments and one (1) additional unit(s) shall be accessible to individuals with sensory impairments pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

C. The Project is expected to conform to the estimates noted in the Project Budget, attached hereto as "Attachment 2" and incorporated herein. All additional costs over and above the sum noted as compensation for this Loan Agreement shall be borne by the Borrower.

II. DURATION OF THE LOAN AGREEMENT

This Loan Agreement shall commence and be effective on the Effective Date and shall terminate on the later of the end of the HOME Affordability Period or full repayment of sums due under the Note. The City and Borrower, upon mutual agreement, shall have the power to extend the term of this Loan Agreement. Any extension shall not increase the overall dollar amount loaned by the City pursuant to this Loan Agreement.

III. AMOUNT OF LOAN

The City shall loan the Borrower a sum not to exceed **THREE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($320,000.00)** from HOME funds, to be disbursed as provided herein, subject to the terms and conditions of this Loan Agreement and Related Documents.

IV. PRICING

This loan is subject to interest on the outstanding principal balance loaned at the rate of three percent (3%) per annum, such interest commencing on the time of disbursement(s) and compounding annually during the Affordability Period. Payments shall be made pursuant to the Note and Section XV herein below. If rents for any HOME-assisted in the Project are increased above the level of the Affordability Requirements defined in this Loan Agreement or any other provisions, covenants, terms, conditions or restrictions of this Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%) for the remaining term of the loan, compounded annually, and may be subject to accelerated repayment pursuant to XV.B. herein below.

V. SECURITY/SUPPORT

A. Borrower shall assure and maintain the City's security position on the underlying real estate as evidenced by the Deed of Trust, which will be subordinate only to the following: covenants, use restrictions, and deeds of trust of the Washington State Housing Finance Commission, the Washington State Commerce Department, and an interim construction lender and a term lender, which may be the same lender. The sum of all loans against the Project, including the City's, cannot exceed ninety percent (90%) of the lesser of appraised value or cost.

B. The Affordability Requirement outlined in this Loan Agreement shall be recorded as a ***covenant running with the Project***, and shall apply without regard to the term of any loan or mortgage or transfer of ownership. The Covenant Agreement shall be subordinate only to the following: covenants, use restrictions, and deeds of trust of the Washington State Housing Finance Commission and the Washington State Commerce Department.

C. Borrower shall keep in force, continuously, insurance covering the Project and property legally described above, listing the City of Spokane as policy beneficiary, pursuant to Section IX of this Loan Agreement.

VI. FUNDING DISBURSEMENTS

A. The timing and disbursement of HOME funds shall be determined by the City in its sole discretion, consistent with the provisions of this Loan Agreement.

Without limiting the forgoing, funding disbursements are subject to the following conditions:

1. City HOME funds shall be disbursed only after completion of all requirements imposed by the United States Department of Housing and Urban Development ("HUD"), as determined by the City in its sole discretion, and upon completion of an environmental review by the City.

2. All funds lent under this Agreement must be utilized by _____, 2020.

3. Borrower may not request disbursement of funds until needed for payment of eligible project costs, as defined by 24 CFR §92.206 and as further defined in the Program Description of the City's Multifamily Housing Program, and the amount of each request must be limited to the amount needed. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups may be reimbursed if they were incurred not more than 24 months before the date of this Loan Agreement. In case of a dispute between the Parties regarding when the funds shall be disbursed, the determination of the Director of the Department of Community, Housing, and Human Services of the City of Spokane ("Director") shall govern.

B. Notwithstanding any other provision of this Loan Agreement, except as approved by the City, prior to the drawdown or disbursement of any City HOME funds hereunder, the Borrower shall provide documentation, in a form reasonably acceptable to the City, that the following actions have been taken to the City's satisfaction:

1. Recording of the Covenant Agreement and Deed of Trust.
2. The Borrower has in place all applicable construction, land use, environmental, zoning permits and/or other federal, state and local governmental approvals as necessary for undertaking the activity for which the specific draw request is to be used.
3. For projects including acquisition of land and/or buildings, an appropriate assessment of fair market value must be reviewed and approved by the City.
4. Notwithstanding any provision in this Loan Agreement, the Borrower and the City hereto agree and acknowledge that Borrower shall not be entitled to any drawdown or disbursement of funds until satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development ("HUD") under 24 CFR Part 58. The Borrower and the City further agree that the provision of any funds to the Project shall be conditioned upon the City's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review. The Borrower shall not spend any funds on physical or choice-limiting actions, including property acquisitions, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance as described herein. Violation of this

provision may result in the denial of any funds under this Loan Agreement. The Borrower shall perform all the required mitigation measures referenced in the environmental review record completed by the City.

5. As applicable, the Borrower shall demonstrate, to the City's satisfaction, full compliance with the minimum wage requirements set forth in Section XVIII herein below.

C. Notwithstanding the foregoing, a retainage of ten percent (10%) of the total amount allocated under this Loan Agreement shall be held by the City until all permits have been received, final inspections are complete, a final Certificate of Occupancy is issued, the Borrower accepts the work, federal requirements are fully satisfied, and all other obligations under this Loan Agreement or related agreements are carried out to the satisfaction of the Director.

VII. INCOME DETERMINATIONS

A. For purposes of this Loan Agreement, tenant "annual income" is defined pursuant to 24 CFR §92.203, and includes income from all persons in the household, less income adjustments pursuant to 24 CFR §5.611. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR § 5.612.

B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR §92.203. Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR §92.203 and 24 CFR §92.252(h).

C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements.

VIII. AFFORDABILITY REQUIREMENTS

A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR §92.252, is twenty (20) years, beginning after Project Completion, as determined by the Director. "Project Completion" means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR §92, including the property standards under 24 CFR §92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d), Project Completion occurs upon completion of construction and before occupancy. Repayment of the loan during the HOME Affordability Period will not extinguish the requirements of the Related Documents.

B. City Affordability Period. The City Affordability Period is thirty (30) years, beginning after Project Completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently.

Collectively, the two periods are hereinafter referred to as the "Affordability Period." Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with Affordability Requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of the Related Documents shall apply, as long as there are funds owing under the Note.

C. Rent Limit. During the Affordability Period, rents on the four (4) HOME–assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of Spokane area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities, and tenant-supplied appliances. These units shall include two (2) two-bedroom units and two (2) three-bedroom units. Should the HUD rents decline below the initial project rents, the Borrower's rents do not need to be reduced below the initial rents. A table of initial HOME rents for the Project as established by HUD is attached to this Loan Agreement as Attachment 3. The adjustment for tenant-paid utilities and tenant-supplied appliances is subject to 24 CFR §92.252. New HUD requirements include that the adjustment for tenant-paid utilities and tenant-supplied appliances be based on the HUD Utility Schedule Model, twelve (12) months of documented actual utility costs as acceptable to the City's Community, Housing, & Human Services Department, or other methods as determined by HUD. Currently, the HUD Utility Schedule Model is available at: http://huduser.org/portal/resources/utilmodel.html.

However, any HOME-assisted unit receiving federal or state project-based rental subsidy, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program.

The City will provide Borrower with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits) in accordance with this Loan Agreement and 24 CFR §92.252(f)(2). The Borrower must annually provide the City with information on rents and occupancy of HOME-assisted units to demonstrate compliance with the Affordability Requirements of this Loan Agreement. The City will review rents for compliance and approve or disapprove them every year. The Borrower must provide tenants of HOME-assisted units written notification of rent increases no less than 30 days prior to the beginning of the month in which the increase is intended to be implemented, subject to the provisions of a tenant's lease agreement, pursuant to 24 CFR §92.252(f)(3).

D. LIHTC Rent Clause. For tenants of low-income tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended from time to time.

E. Upon completion of the HOME Affordability Period, if the maximum rent and income limits described in this Section VIII are exceeded, the loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Promissory Note.

F. Income Limit. At initial occupancy, tenants of the four (4) HOME-assisted units shall have incomes not greater than thirty percent (30%) of the Spokane area median income ("AMI") as defined by HUD. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. If the income of a tenant of a HOME-assisted unit increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall increase to the lesser of thirty percent (30%) of the tenant's adjusted monthly income or Fair Market Rent, subject to paragraph VIII.D hereof.

G. Income Certifications. All tenants' incomes shall be recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.

H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.

I. Relocation. Tenants in occupancy prior to the Project are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.

J. Protection of Affordability Requirements – City Purchase Option. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, the City is hereby granted an option and a right of first refusal to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City may exercise its right to purchase the Project in any reasonable manner following the City's receipt of written notice of pending or threatened foreclosure proceedings and/or a possible deed in lieu of foreclosure, which notice Borrower hereby agrees to provide to City. The purchase price shall be the assessed value of the Project at the time of the City's exercise of its purchase rights, less any financial obligations assumed by the City at the time of the City's acquisition of the Project. Pursuant to 24 CFR §92.252(e)(3), the City further reserves the right to revive any affordability restrictions according to the original terms of this Loan Agreement if, during the HOME Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

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IX. INSURANCE

The Borrower shall keep the Project and all improvements now existing or hereafter erected thereon continuously insured as required in the Deed of Trust, the Note and the Covenant Agreement and this Loan Agreement, naming the City as mortgagee and/or loss payee. The insurance requirements apply during the Affordability Period, or during any such time as there are outstanding sums due under the Note, whichever is longer.

X. PROPERTY STANDARDS

A. All HOME-assisted housing under this Loan Agreement shall meet the requirements of 24 CFR §92.251, which includes all applicable Federal, State and local code requirements and housing quality standards, construction standards, ordinances and zoning ordinances at the time of Project completion and for the duration of the Affordability Period. Where relevant, the housing must be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with applicable State and local codes, ordinances, or other State and local requirements, or such other requirements as HUD may establish. The standards under 24 CFR §92.251 were modified in 2013 and implementation awaits further clarification from HUD, at this time.

B. Any accessible HOME-assisted housing units under this Loan Agreement shall, for the duration of the Affordability Period, meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). The foregoing shall not be interpreted as limiting Borrower's obligation to comply with accessibility requirements applicable to the Project as whole.

C. The Borrower shall comply with the provisions of 24 CFR §92.251.

XI. ADDITIONAL MISCELLANEOUS COVENANTS

Borrower shall:

A. Comply with the Affordability Requirements described in this Loan Agreement and related documents.

B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.

C. Maintain Project financial reports and Project financial records and provide all other information and documentation that the City may reasonably request.

D. Make prompt payment of all taxes and financial liabilities.

E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under this Loan Agreement or as approved of by the Director in writing. The Director may withhold such approval at his/her reasonable discretion.

F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of this Loan Agreement, or as otherwise requested by the City. If the Project has floating HOME units, the Borrower must provide the City with information regarding the unit substitution and filling vacancies so that the Project remains in compliance with HOME rental occupancy requirements.

G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.

H. During the Affordability Period, prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of Borrower) whether private, for-profit or nonprofit, (including a community housing development organization ("CHDO") when acting as an owner, developer or sponsor).

I. Comply with all applicable federal, state, and local regulations and requirements, including, but not limited to Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Loan Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. The City's costs to administer Davis-Bacon Federal Labor Standards, and Related Acts shall be borne by the Borrower. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.

J. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.

K. Maintain housing in compliance with the property standards of 24 CFR §92.251 and local code requirements throughout the term of this Loan Agreement.

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L. Upon Project completion, the Project shall obtain a final Certificate of Occupancy, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet the property standards of 24 CFR §92.251, and all applicable federal, state and local codes and ordinances. New construction projects must also meet HUD, state, and local requirements relating to accessibility and disaster mitigation.

M. Cause each of the four (4) HOME–assisted units to have been occupied by income-eligible households within eighteen (18) months after the Project is completed. If any HOME–assisted units have not been occupied by eligible tenants within 6 months following the date of Project Completion, Borrower shall submit to the City current marketing information and, if the City requests it, an enhanced marketing plan for leasing the unoccupied units as quickly as possible, which information the City will provide to HUD as required by 24 CFR §92.252. If any HOME-assisted unit has not been rented to eligible tenants within eighteen (18) months after the date of Project Completion, Borrower shall repay the City $80,000.00/unit for each such unit within thirty (30) days of the City's written request for repayment. This reflects the proportionate per unit share of HOME funds, i.e., $320,000.00 HOME dollars/4 HOME units. The number of HOME-assisted units required hereunder shall be reduced in proportion to the amounts so repaid.

The Borrower shall cause the Covenant Agreement (which shall contain the foregoing covenants) to be recorded as a covenant running with the land and the Project.

Borrower shall pay at loan closing all costs associated with the negotiation, documentation and closing of the loan, including without limitation title premiums escrow fees, recording fees, appraisal fees and City's attorneys' fees.

XII. PROJECT TIMETABLE

A. The Borrower agrees to complete work required in accordance with the timetable set forth in Attachment 4. Timely completion of the work is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and failure to meet deadlines could result in the loss of the Federal funds. By the acceptance and execution of this Loan Agreement, the Borrower agrees that the Project will be completed as expeditiously as possible and make every effort to ensure the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and revocation of HOME funds. Since it is mutually agreed that time is of the essence, the Borrower shall cause appropriate provisions to be included in all contracts or subcontracts relative to the work tasks in Attachment 4. It is intended that such provisions included in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Borrower and its successors and assigns to the project or any part thereof or any interest therein.

B. In the event the Borrower is unable to meet the above schedule or complete the above services due to delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by the Borrower, the City shall grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Borrower to notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and delays related to the delay.

XIII. DEFAULT

A. The following shall be considered "Events of Default" for purposes of this Loan Agreement:

1. Failure of Borrower to make any principal and interest payment within fifteen (15) days after such payment is due.

2. Failure to perform, observe or comply with the Affordability Requirements, Income Determinations, or any other provisions, related covenants, terms, conditions or restrictions of this Loan Agreement or any agreement relating to the Project (i.e., the occurrence of an event of default under other indebtedness secured by the Project property) or any part thereof, and failure to fully cure the same within the period of time, if any, permitted for cure and, if no period for cure is otherwise provided for, within sixty (60) days of written notice from the City of such failure, requesting the same to be remedied; provided, after a second non-compliance of any provision in a five- (5-) year period, only fourteen (14) days written notice is needed.

3. Failure to perform required maintenance or performance of any act by Borrower which would, in the City's reasonable opinion, adversely affect the value of the Project.

4. Except as otherwise permitted under this Loan Agreement, the sale, transfer, lease, or other conveyance of the Project or any portion thereof, including assumptions and subordinations, without obtaining the prior written consent of the Director.

5. Filing a voluntary or involuntary petition not dismissed within ninety (90) days after filing under the United States Bankruptcy Code by or against the Borrower.

6. Any representation, warranty, or disclosure made to the City or any other Project lender which proves to be materially false or misleading as of the date made, whether or not such representation, warranty, or disclosure appears in this Loan Agreement.

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7. Failure to maintain and keep in force adequate amounts of insurance as is usual in the business carried on by the Borrower, or as required herein.

8. Without limiting any of the foregoing, Borrower's failure to comply with the minimum wage requirements set forth in Section XVIII of this Loan Agreement.

XIV. REMEDIES

A. Upon the occurrence of an event of default not timely cured after notice, the City may, in addition to any other remedies which the City may have hereunder or under this Loan Agreement or by law or equity, at its option and upon written notice to the Borrower, take any or all of the following actions:

1. Immediately terminate any further advance of loan funds.

2. Declare the debt incurred hereunder and under the Related Documents immediately due and payable and commence collection proceedings against the Borrower.

3. Seek judicial appointment of a receiver.

4. Foreclose under the security documents or instruments, judicially or non-judicially.

5. File suit against the Borrower.

6. Seek specific performance or injunctive relief to enforce performance of the undertakings, duties, and agreements provided in this Loan Agreement or any related security document or instrument, whether or not a remedy at law exists or is adequate.

B. All remedies of the City provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law or in equity or by this Loan Agreement. The exercise of any right or remedy by the City shall not in any way constitute a cure or waiver of default under this Loan Agreement or any other related Project agreement, or invalidate any act done pursuant to any notice of default, or prejudice the City in the exercise of any of its rights unless, in the exercise of such rights, the City realizes all amounts owed to it by the Borrower.

C. A failure to declare or a delay in declaring a default shall not constitute a waiver of any rights or remedies or excuse any failure by the Borrower to strictly comply with its obligations under this Loan Agreement or any other related Project agreement or document.

XV. REPAYMENT

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A. Deferral Period: No payments of principal or interest shall be due during the HOME Affordability Period, so long as Borrower and the Project are in compliance with the Affordability Requirements per the terms of this Loan Agreement and Covenant Agreement together with all other provisions of this Note and Related Documents.

B. Payment Period: Following the HOME Affordability Period, and during the remainder of the City Affordability Period, principal and interest due under the Note shall be repayable in approximately equal amortized installments of principal and interest on the first day of each month (or the first business day thereafter if the first day of the month is a weekend or a holiday for the City), in the amount required to fully amortize the principal and accrued interest during the remaining term of the City Affordability Period.

C. Notification of Non-Compliance: During the Affordability Period, Borrower shall notify the City in writing if, for any reason, the Project will not comply with the Affordability Requirements, at which time any and all outstanding balance would become immediately due and payable in full.

D. Prepayment: The Borrower may repay all or any portion of the outstanding principal of the Loan at any time, without penalty. Repayment during the HOME Affordability Period described in Paragraph VIII.A of this Loan Agreement shall not extinguish the Affordability Requirements.

E. Late Charges: A late charge of thirty dollars ($30.00) will be added to any payment received after the 10th day of the month in which it is due in addition to any other remedy.

F. Application of Payments: Payments received will first be applied to late charges, then to interest, and finally to principal.

G. Place of Payment: Payment of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing, and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as the City may designate to Borrower in writing.

XVI. NONDISCRIMINATION/RENT SUBSIDY

Neither the Borrower nor any of its agents shall refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982 – Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

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XVII. FAITH-BASED ACTIVITIES AND ORGANIZATIONS

A. Borrower, in providing services supported in whole or in part with HOME program funds, shall not discriminate against current or prospective program beneficiaries (i.e., tenants) on the basis of religion, a religious belief, or a refusal to attend or participate in a religious practice.

B. If Borrower engages in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, Borrower must perform such activities and offer such services outside of and separately in time or location, from the activities or programs financed under this Loan Agreement, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services (i.e., tenants).

C. Whether or not Borrower is a faith-based organization, it may use the loan proceeds provided under this Loan Agreement as provided under relevant regulations and this Loan Agreement without impairing its independence, autonomy, expression of religious beliefs, or religious character. Borrower will retain its independence from Federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct HOME funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Borrower may use space in its facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, Borrower retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

D. The loan proceeds provided to Borrower pursuant to this Loan Agreement may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are or will be used for explicitly religious activities. Subject to other limitations in this Loan Agreement, loan proceeds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under HOME regulations. When a structure is or will be used for both eligible and explicitly religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to the HOME program. Sanctuaries, chapels, or other rooms that Borrower uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property after the term of the loan or grant, or any change in use of the property during the term of the loan or grant, is subject

to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

E. This limitations in this Section XVII shall apply regardless whether the loan proceeds under this Loan Agreement includes local funds that the City has voluntarily contributed to supplement federally funded activities.

XVIII. COMPLIANCE WITH LAWS

A. The Borrower shall comply with all HOME Program requirements as outlined in 24 CFR part 92 et seq., as may be amended from time to time.

B. The Borrower shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601 et seq.), E.O. 11063 (3 CFR, 1959-1963 Comp., p. 652), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD regulations issued pursuant thereto.

C. The Borrower shall comply with the nondiscrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors, and drug-free workplace, per 24 CFR §92.350.

D. The Borrower shall comply with the affirmative marketing and minority outreach program of 24 CFR §92.351, and shall further comply with the tenant selection requirements set forth in 24 CFR 92.253(d). (If there is a targeted population that is in the Consolidated Plan, the exception must be in the written agreement, per HOME requirements. This gives flexibility to serve the specific setaside population, if a commitment has been made under the State or other agreements. Potential language: For purposes of complying with 24 CFR 92.253(d), the City agrees that the Borrower may limit eligibility or give a preference to _____ when selecting tenants.)

E. The Borrower shall comply with the National Environmental Policy Act of 1969, as outlined in 24 CFR 92.352 and Borrower agrees to implement City-identified conditions on safeguards to protect and enhance environmental quality or minimize adverse environmental impacts.

F. Minimum Wages.

1. Federal Labor Standards/Davis-Bacon Act [___] Applicable [XX] Not Applicable. If the "Applicable" box is checked, the following provisions apply:

    a. The Borrower shall pay prevailing wages, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of the Project; provided, in the event the Project is subject to state minimum wage requirements, and if the state minimum wage rate

exceeds the Department of Labor rate, the conflict will be resolved by applying the higher rate

b. All contracts relating to the Project shall contain a provision requiring the payment of such wages, as predetermined by the Secretary of Labor under the Davis-Bacon Act, 40 USC 276(a) under wage decision [DECISION #], modification [MODIFICATION #], dated _____.
c. The Borrower shall pay overtime, as applicable, pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).
d. The Borrower shall comply with all regulations issued under the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act, all Federal laws and regulations pertaining to labor standards, Federal Labor Standards, HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and 24 CFR §92.354, as applicable.
e. The Borrower shall provide contracts with the prime contractor and major subcontractors as soon as these contracts are available and the contracts shall evidence compliance with Federal Labor Standards.
f. These prevailing wage requirements do not apply to volunteers or sweat equity pursuant to 24 CFR §92.354(a) and (b).
g. Borrower shall reimburse the City for all costs incurred by the City in administering Borrower's compliance with applicable Davis-Bacon, Federal Labor Standards, and Related Acts.

2. Labor Standards. If applicable, the Federal Labor Standards Provisions (HUD 4010) are attached as Attachment __n.a.__

3. State Minimum Wage. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply. When Washington State prevailing wages apply, the contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under chapter 60.28 RCW, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

G. Conflict of Interest. The Borrower shall comply with the conflict of interest provisions prescribed in 24 CFR §92.356(f). During the Affordability Period,

Borrower shall prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the Borrower), whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor).

H. The Borrower shall comply with the equal employment opportunities for low- and very low-income persons pursuant to 24 CFR part 135.

I. The Borrower shall comply with the Fair Housing Act as implemented by 24 CFR parts 100-115, as applicable.

XIX. TENANT AND PARTICIPANT PROTECTIONS

A. There must be a written lease between the tenant and the Borrower that complies with 24 CFR 92.253 (Tenant Protections and Selection) and that is for a period of not less than one year, unless by mutual agreement between the tenant and the Borrower a shorter period is specified.

B. Leases between the Borrower and a tenant shall not contain any of the following provisions:

1. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

2. Agreement by the tenant that Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the Borrower and tenant. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Borrower may dispose of this personal property in accordance with Washington state law.

3. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

4. Agreement by the tenant that the Borrower may institute a lawsuit against a tenant or affecting a tenant's interests without notice to tenant.

5. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the Borrower and tenant.

6. Agreement by the tenant to waive any right to a trial by jury.

7. Agreement by the tenant to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease.

8. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

9. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

C. Borrower may not terminate the tenancy or refuse to renew the lease of a tenant occupying a HOME-assisted unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. To terminate or refuse to renew tenancy, Borrower must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of tenancy.

D. Borrower shall adopt and follow written tenant selection policies and criteria that:

1. Limit the HOME-assisted units to extremely low-income families;
2. Are reasonably related to the applicants' ability to perform the obligations of the lease (i.e., to pay the rent, not to damage the housing, not to interfere with the rights and quiet enjoyment of other tenants);
3. Limit eligibility or give a preference to a particular segment of the population if otherwise permitted in this Loan Agreement (and only if the limitation or preference is described in the City's consolidated plan).

E. Borrower shall select tenants from a written waiting list in the chronological order of their application, insofar as is practicable, and give prompt written notification to any rejected applicant of the grounds for any rejection.

F. Borrower shall not charge fees that are not customarily charged in rental housing (e.g., laundry room access fees), except that Borrower may charge: (i) reasonable application fees to prospective tenants; (ii) parking fees to tenants only if such fees are customary for rental projects in the neighborhood; and (iii) fees for services such as bus transportation or meals, as long as such services are voluntary and fees are charged for services provided.

XX. TENANT PARTICIPATION PLAN

If the Borrower is a Community Housing Development Organization ("CHDO") as defined by 24 CFR 92.2, the Borrower shall adhere to a fair lease and grievance

procedure approved by the City and shall provide a plan for and follow a program of tenant participation in management decisions pursuant to 24 CFR §92.303.

XXI. UNIFORM ADMINISTRATIVE REQUIREMENTS/PROJECT REQUIREMENTS

A. The Borrower shall comply with the applicable uniform administrative requirements of 24 CFR §92.505 if the Borrower is organized as a non-profit organization.

B. The Borrower shall comply with all applicable Project requirements of Subpart F of 24 CFR part 92 et seq.

C. The Borrower shall maintain all tenant and Project records for the most recent five- (5-) year period until five (5) years after the Affordability Period, terminates. The Borrower shall permit the Department, the HUD, and the Comptroller General of the United States, or their authorized representatives, access to all books, records, and papers of the Borrower pertinent to the Project. The Borrower shall keep and retain records sufficient to document invoices of all expenditures, project beneficiary data, and all other records required to be kept pursuant to 24 CFR §92.508.

D. The Borrower shall permit the Department, HUD, the Comptroller General of the United States, or their authorized representatives, site visits at all times upon reasonable notice throughout the Affordability Period.

XXII. TRANSFER/ASSIGNMENT

The Borrower shall not assign, transfer, subordinate or sublet any obligation of this Loan Agreement nor shall it sell or otherwise transfer any property subject to this Loan Agreement without prior written consent of the Director, who may withhold consent at his/her discretion. The provisions of this Loan Agreement shall apply to all persons or entities performing obligations set forth by this Loan Agreement, including approved persons or entities to whom or to which the Borrower assigns, transfers, or sublets services as above. Such approved persons or entities shall be subject to the provisions for faith-based activities and organizations as outlined in this Loan Agreement, as applicable.

Need to confer on approved transfers. Borrower to propose language.
Transferee cannot be on federal suspended and debarred lists.
If CHDO funds used, subsequent owners need to be CHDO, if within minimum HUD affordability period, or face repayment.

XXIII. HAZARDOUS SUBSTANCES/REPRESENTATIONS AND WARRANTIES

A. The Borrower shall not cause or permit the presence, use, disposal, storage, or release of any "Hazardous Substances" (as defined below) on or in the Property. The Borrower shall not perform any act, nor allow, cause or permit the

performance of any act, affecting the Property when such act constitutes a violation of any federal, state or local Environmental Law, ordinance or rule. As used in this provision, "Environmental Law" means federal laws, state laws and local codes, laws, and/or ordinances of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

B. The Borrower shall promptly give the City written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law of which the Borrower has actual knowledge. If the Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, the Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law and shall bear all costs and expenses thereof.

C. The Borrower hereby represents and warrants that, to the best of the Borrower's knowledge and belief, and after reasonable investigation and inquiry, the Project has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law, which Hazardous Substances have not been or will not be abated according to all applicable law and regulations related thereto prior to tenant occupancy of the project. To the best of Borrower's knowledge and belief, and after reasonable investigation and inquiry, there has not been a release of Hazardous Substances on, from, or near the Project, which release has not been or will not be abated to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy of the project. The Borrower has never received any notification, citation, complaint, violation, or notice of any kind from any person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of Hazardous Substances, for which there has not been or will not be abatement to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy. Borrower represents and warrants that any asbestos and lead-based paint found within the Project will be abated to levels acceptable under applicable law prior to tenant occupancy of the project. "Hazardous Substances" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products and their by-products" as defined under Washington law as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any

"radon gas" in excess of levels recommended in U. S. Environmental Protection Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any "infectious waste" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to the operations of the Borrower is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or documents set forth above, including without limitation, polychlorinated biphenyls ("PCBs") and lead-based paints; and (ix) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

XXIV. DEBARMENT AND SUSPENSION

The Borrower shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Additionally, the Borrower shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the System for Award Management (https://www.sam.gov), the City has determined, as of the date of this contract that the Borrower is not excluded from federal procurement and non-procurement programs. The Borrower has provided in Attachment 5 its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

XXV. ANTI-LOBBYING

Borrower certifies that, to the best of Borrower's knowledge and belief:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this loan;
B. That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with this loan, Borrower shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instruction; and
C. Borrower shall require that the language of paragraphs A and B of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all such subrecipients shall certify and disclose accordingly.

XXVI. SEVERABILITY

The invalidity of any clause, part or provision of this Loan Agreement shall not affect the validity of the remaining portions thereof.

XXVII. NOTICES

All notices given pursuant to this Loan Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the Parties hereto at the addresses set forth below, or to such other place as a Party may from time to time designate in writing:

City of Spokane
Community, Housing, and Human Services Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3339
Attn: Director

City Attorney
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3339

J Auld Apts LLC
c/o Spokane Housing Ventures
2001 N. Division, Suite 100
Spokane, WA 99207
Attn: _____

Banner Bank
10 S 1st Avenue
Walla Walla, WA 99362
Attn: _____

Boston Financial Institutional Tax Credits XLIX Limited Partnership
101 Arch Street
Boston, MA 02110
Attn: _____

XXVIII. INDEMNIFICATION

The Borrower shall protect, defend, indemnify, and hold harmless the City, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or

omissions of the Borrower, its officers, employees or agents, in its performance and/or non-performance of its obligations under this Loan Agreement. The Borrower agrees that its obligations under this indemnification shall extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. ***This agreement to indemnify is a separate agreement, shall survive any foreclosure action, attempted transfer or the like, is a legal obligation of the Borrower and action may be brought thereon independently of any other remedy at law or provided for herein.***

XXIX. TERMINATION

In accordance with 24 CFR §85.43, this Loan Agreement may be suspended or terminated if the Borrower materially fails to comply with any term of this Loan Agreement. This Loan Agreement may be terminated for convenience in accordance with 24 CFR §85.44.

XXX. EXECUTION IN COUNTERPARTS

This Loan Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS LOAN AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the Effective Date.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.)

DRAFT
J AULD APTS LLC,
a Washington limited liability company

By: SHV A LLC,
a Washington limited liability company,
its Managing Member

By: Spokane Housing Ventures,
a Washington nonprofit corporation,
its Sole Member

By: _____
Fred Peck, Executive Director

Date: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Fred Peck** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Executive Director** of **Spokane Housing Ventures**, a Washington nonprofit corporation, in its capacity as the **Sole Member of SHV A LLC**, a Washington limited liability company, in its capacity as **Managing Member of J Auld Apts LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Print Notary Name)_____
(seal) Notary Public in and for the State of _____
residing at_____
My appointment expires _____

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CITY OF SPOKANE

By: _____
David A. Condon, Mayor

Date: _____

ATTEST:

By: _____
Terri L. Pfister, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **David A. Condon** and **Terri L. Pfister** are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the **Mayor** and **City Clerk,** respectively, of and for the **City of Spokane**, a Washington municipal corporation to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: _____

(seal)

_____
(Print Notary Name)_____
Notary Public in and for the State of _____
residing at_____
My appointment expires _____

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ATTACHMENT 1

LEGAL DESCRIPTION

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ATTACHMENT 2
PROPOSED BUDGET

J AULD APTS LLC
JAYNE AULD MANOR

2830 E Francis and 6205-11 N Regal

New buildings	5,209,000	Bond mortgage loan	3,167,600
Contactor OH/Profit	560,000	LIHTC equity	3,613,000
Construction contingency	563,000	WA Housing Trust Fund	2,500,000
Site work/infrastructure	842,000	Deferred developer fee	300,000
Sales tax	582,000		
Bonds & insurance	160,000		
Appraisal (buyers)/market study	7,800	**City HOME funds**	**320,000**
Architect	380,000		
Engineering	35,000		
Environmental/geotechnical	5,855		
Boundary & Topographic Surveys	6,500		
Legal-real estate	2,000		
Project management	30,000		
Soft cost contingency	21,845		
Construction loan fees & expenses	83,000		
Construction loan legal	20,000		
Construction loan interest	180,000		
Lease up interest	20,000		
Permanent loan fees/expenses	21,000		
Perm loan legal	20,000		
LIHTC fees	14,000		
LIHTC legal	30,000		
LIHTC owners title policy	20,000		
State HTF fees	50,000		
Other	5,000		
RE taxes/insurance	20,000		
Permits/fees/hookups	28,000		
Impact/Mitigation fees	34,600		
Development period utilities	7,500		
Accounting/audit	12,000		
Marketing/leasing	7,500		
Leaseup carrying costs/reserve	15,000		
Issuer fees, expenses	23,000		
Bond counsel	30,000		
Trustee fees & expenses	15,000		
Underwriter fees & counsel	20,000		
Borrower's bond counsel	20,000		
Operating reserves	100,000		
Developer fee	700,000		
TOTAL	**$9,900,600**	**TOTAL**	**$9,900,600**

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The Project includes 48 total units. Land will be leased from Northwest Association for Housing Affordability. The 25 two-bedroom unit and 23 3-bedroom units, including a two-bedroom manager's unit, will be built with 36 in a 3-story walkup building, 2 above the community center, and 10 duplexes. Construction will be slab on grade, with Hardi-plank and Hardi-shingle cement-based siding, 40-year Energy Star fiberglass shingle roof, and vinyl windows. Units will include: insulated exterior metal doors; vinyl flooring; Energy Star refrigerators, range hoods and 4-burner range/ovens; washer/dryer hookups; central hot water; split ductless heat pumps with heating and air conditioning and electric resistance backup; low-sone bathroom exhaust fans; and low-energy and/or durable LED light fixtures. Units will have individual electrical meters. Plans include a playground near the duplexes and a community building. The project will have 51 parking spaces; at least six spaces will be accessible.

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Attachment 3
Initial Project Rents

City will provide separately in drafts and insert in final document.

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ATTACHMENT 4

TIMETABLE

UPDATE

Category	Milestone/Task	Deadline Month Yr/Status
Site control	Close on property.	
Financing	Funding awarded by all lenders.	
	Funding documented by all lenders	
Design/Permits	Approval of zoning, site plan, construction plans.	
	Building permits issued.	
Construction	Begin construction.	
	Complete construction.	
	Certificate of occupancy issued.	
Occupancy	Units occupied.	__ days from Certificate of Occupancy

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ATTACHMENT 5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Borrower) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

   Where the undersigned is unable to certify to any of the statements in this contract, it shall attach an explanation to this contract.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

J Auld Apts LLC Name of Borrower (Type or Print)	Jayne Auld Manor Program Title (Type or Print)
By: SHV A LLC, its Managing Member By: Spokane Housing Ventures, its Sole Member By: Fred Peck, its Executive Director Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

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CHDO ADDENDUM

Expanded CHDO Conflict of Interest Provisions

If the Project is owned, sponsored, or developed by a nonprofit organization that has been certified as a Community Housing Development Organization (CHDO) the following provisions apply:

The CHDO warrants can covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of its services hereunder. The CHDO further warrants and covenants that in the performance of this agreement, no person having such interest shall be employed.

Commented [mls1]: Toolbox uses AWARDEE. We could use Borrower but may have a borrower with the CHDO as a sponsor. I used CHDO, we should think about it.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units. No employee, agent, consultant, elected official, or appointed official of the CHDO may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

Commented [mls2]: Is this really the case. I think HUD is stretching the 92.356 definition.

- Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the CHDO, or the proceeds thereunder; or

- Any unit benefits or financial assistance associated with HOME projects or programs administered by the CHDO, including;
  - Occupancy of a rental unit in a HOME-assisted rental project;
  - Receipt of HOME tenant-based rental assistance;
  - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
  - Receipt of HOME homebuyer acquisition assistance; or
  - Receipt of HOME owner-occupied rehabilitation assistance.

This prohibition does not apply to an employee or agent of the CHDO who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the City shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the CHDO in writing to the City. The CHDO must demonstrate and certify that the policies and procedure adopted for this activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The City may grant exceptions or

Commented [mls3]: We need to do some kind of certification. At the end of this?

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forward the request to HUD as permitted by 24 CFR 92.256, 85.36 and 84.42, as they apply.

I hereby certify that _____ has adopted policies and procedures for this Project that will ensure fair treatment of all parties and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance, unless the City or HUD have granted an exception as noted above.

By:_____ Date: _____

Name: _____

Title: _____

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CITY OF SPOKANE
J AULD APTS LLC

JAYNE AULD MANOR

PROMISSORY NOTE

OPR #2018-_____

Borrower: J Auld Apts LLC
c/o Spokane Housing Ventures
2001 N Division, Suite 100
Spokane, WA 99207

Lender: City of Spokane
Community, Housing, and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201

Principal: $320,000.00

Date: _____

1. PROMISE TO REPAY: FOR VALUE RECEIVED, the undersigned **J Auld Apts LLC**, a Washington limited liability company (the "Borrower") with **SHV A LLC**, a Washington limited liability company as its Managing Member, promises to repay to the order of the **City of Spokane**, a Washington state municipal corporation, or its successors and assigns (hereinafter called "Lender") the maximum principal sum of **THREE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($320,000.00)** or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purpose of providing a portion of the financing for the Borrower's construction and development of Jayne Auld Manor, a 48-unit apartment complex, to be located at 2830 E Francis Avenue and 6205-6211 N Regal Street in Spokane, WA (the "Project"). This Promissory Note (the "Note") is part of a transaction further reflected in a HOME Program Loan Agreement ("Loan Agreement") and HOME Program Loan Covenant Agreement ("Covenant Agreement") of even date herewith. Lender's disbursements under the Loan Agreement and the Note are further secured by a Leasehold Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents". The capitalized terms in said Related Documents shall have the same meaning in this Note unless the context clearly suggests otherwise. In the event of conflict or ambiguity in the terms of any of these documents, the terms most favorable to Lender shall apply.

2. INTEREST: In addition to repayment of principal sums loaned, Borrower agrees to pay interest, compounded annually, commencing on the date the money is first

disbursed under the Loan Agreement, at the rate of three percent (3%) per annum. If rents for any HOME-assisted unit of the Project are raised above the level of the Affordability Requirement defined in the Loan Agreement, or any other provisions, covenants, terms, conditions or restrictions of the Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%), compounded annually, for the period of noncompliance, as determined by the Director of Community, Housing, and Human Services for the City of Spokane (the "Director").

3. REPAYMENT; MATURITY:

A. Deferral Period: Payment of principal and interest shall be deferred during the HOME Affordability Period, as defined in the Loan Agreement and Covenant Agreement, so long as Borrower and the Project are in compliance with the Affordability Requirements per the terms of the Loan Agreement and Covenant Agreement together with all other provisions of this Note and Related Documents.

B. Payment Period: Principal and interest on this Note shall be payable in approximately equal amortized installments on the first day of each month (or the first business day thereafter if the first day of the month is a weekend or a holiday for the City), commencing immediately after the HOME Affordability Period ends, in the amount required to fully amortize the outstanding principal and accrued interest on this Note (including the interest accrued) during the remaining City Affordability Period, as defined in the Loan Agreement. During the Affordability Period, Borrower shall notify the City in writing if, for any reason, Borrower and/or the Project will not comply with the Affordability Requirements, at which time any remaining balance would become immediately due and payable in full. This note shall mature on the earlier of (i) the thirtieth (30th) anniversary of the date of Project Completion, and (ii) _____, 2050.

C. Prepayment: The Borrower may pay all or any portion of the outstanding principal of the Note at any time, without penalty. Repayment during the HOME Affordability Period, as described in the Loan Agreement, shall not extinguish the Affordability Requirements.

D. Late Charges: A late charge of thirty dollars ($30.00) will be added to any payment received after the 10th day of the month in which it is due in addition to any other remedy.

E. Application of Payments: Payments received will first be applied to late charges, then to interest, and finally to principal.

F. Place of Payment: Payments of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane at the Community, Housing, and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as Lender may designate in writing according to the schedule noted above.

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4. SECURITY: This Note is secured by the Deed of Trust of even date herewith, duly filed for record in the County of Spokane, Washington.

5. PURPOSE: This loan is made for the purpose of financing a portion of the costs of construction and development of a forty-eight (48) unit apartment complex on the property described in the Deed of Trust and Loan Agreement. As a condition of receiving this loan, Borrower agrees to abide by all of the terms and conditions of this Note, the Deed of Trust, the Loan Agreement and associated Covenant Agreement, incorporated herein by reference as if fully set forth.

6. IF THE BORROWER SHALL default in the payment of any amount due under this Note, and such default is not cured within ten (10) days after such payment is due, or if any other Event of Default occurs under the Deed of Trust, the Loan Agreement or the Covenant Agreement and such default is not cured within the cure period, if any, applicable thereto, the entire unpaid principal amount of this Note, together with accrued interest, shall immediately become due and payable, at Lender's option, upon notice to the Borrower. Failure of Lender to exercise such option shall not constitute a waiver of default. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower agrees to pay Lender's cost and expenses of collection, including reasonable attorney's fees and court costs. If this Note is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on judgments in the State of Washington.

7. IF THE BORROWER voluntarily sells, transfers, leases or otherwise conveys the Project or any portion thereof, to any person/persons or entity/entities (the "Transferee"), other than by leasing or renting for residential tenant use as contemplated by various provisions of the Loan Agreement, or for any other incidental use (to the extent permissible under all applicable federal and state laws and regulations), an Event of Default shall occur under the terms of this Note and the Related Documents unless the Borrower obtained prior written consent of the Director. However, the following actions are consented to and shall not trigger loan acceleration or cause an event of default: The admission of the investor partners to the Borrower and/or a transfer of the Property to J Auld Apts LLC, SHV A LLC, or Spokane Housing Ventures. The remedies provided for Default may be exercised at the discretion of the Director. An unauthorized transfer also occurs if Borrower grants a junior security interest without obtaining the prior written consent of the Director. Any sale, transfer, leasing or other disposition of the Project in violation of this Section 7 shall not relieve the Borrower of any obligation or obligations under this Note or any Related Document. The Borrower hereby agrees that upon any sale, transfer, lease or other disposition of the Project, the Borrower shall transfer all records, accounts, electronic data or other documents pertaining to the Project, including documents related to Borrower's compliance with this Note and any Related Document, to the Transferee or its designated agent. Failure by the City to exercise any of its rights and remedies under this Note or any Related Documents shall not be construed as a waiver of any kind. The Director's written consent may be conditioned upon the following, at the Director's sole discretion:

A. reasonable evidence satisfactory to the Director that the Borrower is not then in default under any document related to this transaction beyond any applicable grace period or cure period;

B. an opinion of counsel for the Transferee, delivered to the City, to the effect that the Transferee (i) has assumed in writing and in full, all duties and obligations of the Borrower under this Note, the Loan Agreement and the Covenant Agreement, and (ii) that this Note and the Related Documents constitute the legal, valid and binding obligations of the Transferee;

C. a showing that written assumption of the Transferee and/or the written agreement of the Transferee complies with all provisions of local, state and federal laws, ordinances and regulations applicable to the Borrower under this Note and Related Documents;

D. a showing that the Borrower or the Transferee is not in arrears on any payments due and owing to the City or is in default under this Note or any of the Related Documents, beyond any applicable grace period or cure period;

E. a showing that the Borrower or the Transferee do not have a history of instances of non-compliance with any non-monetary provision of this Note or any of the Related Documents, which were not cured after notice thereof and within the applicable cure period or grace period; and/or,

F. a showing that the Borrower or the Transferee do not have a documented history of instances of failure to make payments due and owing to the City which are not paid within a reasonable period after notice thereof.

8. ASSIGNMENT: This Note is not assignable or assumable without the express written consent of the Lender.

9. MISCELLANEOUS: Each maker and endorser of this Note hereby waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, bringing of suit, and diligence in taking action to collect any amounts called for hereunder and in the handling of properties, rights or collateral at any time existing in connection herewith. Each maker and endorser expressly agrees that this Note or any payment thereunder may be extended from time to time, and consent to the acceptance of further security for this Note, including other types of security, all without in any way affecting the liability of each maker and endorser hereof. The right to plead any statutes of limitation as a defense to any demand on this Note, or any guaranty thereof or to any agreement to pay the same or to any demand secured by the Deed of Trust or other security, securing the Note, or any and all obligations or liabilities arising out of or in connection with said Note or Deed of Trust by any parties hereto is expressly waived by each and every of the makers, endorsers, guarantors or sureties.

10. SEVERABILITY: If any provision, or a part thereof, of this Note is declared by a court of competent jurisdiction to be invalid, the invalid provision or part thereof shall be stricken, with the remainder of the provision and other provisions of this Note surviving with full force and effect.

11. NO MATERIAL ADVERSE CHANGE: Borrower ratifies and reaffirms all information previously submitted in Borrower's loan application or financial statement,

and by signing this Note, Borrower represents and warrants to Lender that the information provided is true and correct and that there has been no adverse change in Borrower's financial condition as disclosed to Lender in Borrower's most recent application or financial statement.

12. APPLICABLE LAW AND VENUE: This Note has been issued, executed and delivered in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington, except to the extent that the laws of the United States of America may prevail. Venue to enforce any provision shall be in the Spokane County Superior Court.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS NOTE ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO ALL TERMS AND CONDITIONS OF THIS NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.)

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IN WITNESS WHEREOF, the Parties have executed this Note as of the day and year first written above.

J AULD APTS LLC,
a Washington limited liability company

By: SHV A LLC,
a Washington limited liability company, its Managing Member

By: Spokane Housing Ventures,
a Washington nonprofit corporation, its Sole Member

By: _____
Name: Fred Peck, Executive Director

Date: _____

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Needs legal description
Review Leasehold language

AFTER RECORDING MAIL TO:
City of Spokane
Department of Community, Housing, and Human Services
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201

OPR #2018-_____

CITY OF SPOKANE
J AULD APTS LLC

JAYNE AULD MANOR

LEASEHOLD DEED OF TRUST

Grantor: **J Auld Apts LLC**, a Washington limited liability company

Beneficiary: **City of Spokane**, a Washington state municipal corporation

Assessor's Parcel No.: 36331.0150, 36331.0151, 36331.0152 (REVISE AFTER BLA)

Legal Description (abbreviated): PTN LTS 1-3 & 25 AND 26 MORGAN'S ACRE PARK (REVISE AFTER BLA)

See Attachment 1 for full legal description.

THIS LEASEHOLD DEED OF TRUST ("Deed of Trust"), made this _____ day of _____, 201__, by and between **J Auld Apts LLC**, a Washington limited liability company referred to herein as GRANTOR, whose address is c/o Spokane Housing Ventures, 2001 N Division, Suite 100, Spokane, WA 99207, **Spokane County Title Company**, TRUSTEE, whose address is 1010 N. Normandie St., Ste. 100, Spokane, WA 99201, and the **City of Spokane**, Washington, a Washington state municipal corporation, BENEFICIARY, whose address is City of Spokane, c/o Community, Housing, and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201.

Grantor hereby bargains, sells and conveys to Trustee in Trust for the benefit of Beneficiary, with power of sale Grantor's interest in the real property located in Spokane County, Washington described as:

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That certain leasehold estate (hereinafter called "Leasehold Estate"), together with and including all right, title and interest of the Grantor therein, which said leasehold estate embraces and covers the real property hereinafter described, situated, lying in Spokane County, State of Washington, and is more particularly described as: The leasehold estate created by that certain Financing Lease (herein, "Lease Agreement") dated the _____ day of _____, 2018, executed by and between Northwest Association for Housing Affordability, a Washington nonprofit corporation, as Owner and Lessor, and Grantor herein, as Lessee, for a term expiring on _____, 20___, beginning on the _____ day of _____,20__, which Lease Agreement was recorded on the _____ day of_____, 20__, as Instrument No. _____ in the Office of the County Auditor of Spokane County, State of Washington, as such lease may be amended, and covers the following described property:

INSERT LEGAL DESCRIPTION

according to the plat thereof, recorded in Spokane County, Washington, (the "Fee") together with all tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Fee and the rents issues and profits thereof. Said Fee and Leasehold are not used principally, or at all, for agricultural or farming purposes.

1 The Lease Agreement shall not be modified or changed in any material way without the written consent of Beneficiary.

2. Beneficiary shall be immediately furnished with all Notices of Default served by Lessor of the Lease on Grantor.

3. In the event Grantor shall fail to make payment due on the Lease or to perform any term or covenant as provided therein, in addition to any such default constituting a default under this Deed of Trust, Beneficiary may, at its option, make the defaulted payments or perform the term or covenant and add the same to the amount due under this Deed of Trust without waiving any of its rights under this Deed of Trust and the Note which it secures.

4. If both the Lessor's and the Lessee's estate under the Lease shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by the application of the doctrine of merger, and in such event, Beneficiary shall continue to have and to enjoy all the rights, title, interest and privileges of Beneficiary as to the separate estates. In addition, foreclosure of said property shall not destroy or terminate the Lease by application of the doctrine of merger or as a matter of law, but such fee simple title shall immediately, without further action on the part of the Grantor, become subject to the lien hereof. In the event of such acquisition by Grantor, Grantor agrees to execute and deliver to Beneficiary such further instruments, conveyances and

assurances as Beneficiary may reasonably require in order to further instruments, conveyances and assurances as Beneficiary may reasonably require in order to further confirm and assure that the fee simple title so acquired by Grantor is subject to the terms, provisions and lien of the Deed of Trust. The provisions of the paragraph shall not apply in the event Beneficiary acquires the fee of said property, except if Beneficiary shall so elect.

All of Grantor's rights and interests in the Leasehold are hereafter referred to as the "Property".

This Deed of Trust is part of a transaction further reflected in a HOME Program Loan Agreement ("Loan Agreement"), HOME Program Loan Covenant Agreement ("Covenant Agreement"), and Promissory Note, secured by this Deed of Trust. The terms of said agreements are incorporated into this Deed of Trust, and the capitalized terms in said agreements shall have the same meaning in this Deed of Trust unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to Beneficiary shall apply.

WITNESSETH: Grantor hereby irrevocably grants and conveys to Trustee in trust, with power of sale, the following described real property (the "Property") in Spokane County, Washington:

PTN LTS 1-3 & 25 AND 26 MORGAN'S ACRE PARK (REVISE AFTER BLA)

Assessor's Parcel Numbers: 36331.0150, 36331.0151, 36331.0152 (REVISE AFTER BLA)

Property Address: 2830 E Francis Avenue, 6205 & 6211 North Regal Street, Spokane, WA 99208 (REVISE AFTER BLA)

See Attachment 1 for full legal description.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, easements, fixtures and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained and as further contained in the Loan Agreement, Covenant Agreement, and Promissory Note, secured by this Deed of Trust, and for the purpose of securing payment of the sum of **THREE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($320,000.00)** with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his/her/their successors or

assigns, together with interest thereon at such rate as shall be agreed upon. This Deed of Trust also secures to Beneficiary: (a) the payment of other sums, with interest, advanced to protect the security of this Deed of Trust; and (b) the performance of Grantor's covenants and agreements under this Deed of Trust and the Promissory Note, Covenant Agreement, and Loan Agreement of even date herewith.

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property that the Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend the title to the Property against all claims and demands, subject to any prior encumbrances of record and encumbrances listed in the Recording Priority and Subordination Agreement recorded of even date herewith.

COVENANTS: Grantor and Beneficiary covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Grantor shall promptly pay when due the principal of and interest on the debt evidenced by the Promissory Note and any late charges due under the Promissory Note.

2. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Beneficiary under Paragraph 1 shall be applied: first, to any late charges due under the Promissory Note; second, to interest; and third, to principal due under the Promissory Note.

3. CHARGES; LIENS. Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, which may attain priority over this Deed of Trust, including utility charges, whether or not reflected in a recorded lien. Grantor shall pay these obligations on time directly to the person or entity owed payment. Grantor shall promptly furnish to Beneficiary upon request copies of all notices of amounts to be paid under this Paragraph. If Grantor makes these payments directly, Grantor shall promptly furnish to Beneficiary upon request receipts evidencing the payments. Grantor shall promptly discharge any lien which has priority over this Deed of Trust unless: (a) Grantor agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (b) Grantor contests in good faith the lien in legal proceedings, or defends against enforcement of the lien in legal proceedings, which, in the Beneficiary's opinion, operate to prevent the enforcement of the lien; or (c) Grantor secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Deed of Trust, or (d) Beneficiary has executed an agreement subordinating its interest. If Beneficiary determines that any part of the Property is subject to a lien, which may attain priority over this Deed of Trust, Beneficiary may give Grantor a notice identifying the lien. Grantor shall satisfy the lien or take one or more of the actions set forth above within ten business (10) days of the giving of the notice. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, recorded or unrecorded liens, encumbrances, or other charges against the Property, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Promissory Note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

4. HAZARD OR PROPERTY INSURANCE. A. Grantor shall keep the improvements now existing or hereafter erected on the Property continuously insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which the Beneficiary requires insurance. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires in order to maintain adequate protection for the Property, but no act or omission by the Beneficiary shall relieve Grantor of the primary duty to procure adequate insurance. In no event shall such insurance be less than the full replacement cost of the Property (*i.e.,* 100% of replacement cost). The insurance carrier providing the insurance shall be chosen by the Grantor subject to Beneficiary's approval. All policies shall be held by the Beneficiary, and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. If Grantor fails to maintain coverage as described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property in accordance with Paragraph 7.

B. All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgage clause. If Beneficiary requires, Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and to Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

C. Unless Beneficiary and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened thereby. If the restoration or repair is not economically feasible or if Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property or does not answer within thirty (30) days' notice from the Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may, in its sole discretion, use the proceeds to restore or repair the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when the notice is given. Such application of proceeds by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

D. Unless Beneficiary and Grantor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of the payments. If under Paragraph 20, the Property is acquired by Beneficiary, Grantor's right to any insurance policies or proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

5. FLOOD INSURANCE. If the Property is located in a one hundred year FEMA Flood Zone, Grantor shall maintain flood insurance throughout the term of the Loan in an amount not less than the total amount of the Loan or the maximum amount of coverage

available through the National Flood Insurance Program, furnishing proof of same upon request by Beneficiary.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; LOAN APPLICATION; LEASEHOLDS. Grantor shall cause the Property to be occupied, established, and used as decent, safe, sanitary and affordable housing for low-income families pursuant to the HOME Investment Partnerships Program (24 CFR part 92 et seq.) throughout the term of the loan as described in the Promissory Note and Covenant Agreement. Grantor covenants and agrees to keep the Property in good condition and repair, to permit no waste thereof, to complete any building, structure, or improvement being built now or hereafter thereon, to restore or replace promptly any building, structure, or improvement thereon which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property. Grantor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Beneficiary's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or Beneficiary's security interest. Grantor may cure such a default and reinstate, as provided in Paragraph 17 by causing the action or proceeding to be dismissed with a ruling that, in Beneficiary's good faith determination, precludes forfeiture of Grantor's interest in the Property or other material impairment of the lien created by this Deed of Trust or Beneficiary's security interest. Grantor shall also be in default if Grantor, during the loan application process, gave materially false or inaccurate information or statements to Beneficiary (or failed to provide Beneficiary with any material information) in connection with the loan evidenced by the Promissory Note. If this Deed of Trust is on a leasehold, Grantor shall comply with all the provisions of the lease. If Grantor acquires fee title to the property, the leasehold and the fee title shall not merge unless Beneficiary agrees to the merger in writing.

7. PROTECTION OF BENEFICIARY'S RIGHTS IN THE PROPERTY. A. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, the Loan Agreement and/or the Covenant Agreement, or there is a legal proceeding which, in the Beneficiary's good faith judgment, may affect Beneficiary's rights in the Property (including but not limited to proceedings in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Beneficiary shall have the right to take whatever action it deems reasonably necessary and appropriate to protect the value of the Property and Beneficiary's rights in the Property including without limitation Beneficiary's purchase option rights as set forth in the Loan Agreement. Although Beneficiary may take action under this Paragraph 7, Beneficiary is not obligated to do so.

B. Any amounts caused to be disbursed by Beneficiary under this Paragraph 7 shall become additional debt secured by this Deed of Trust. Unless Grantor and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Promissory Note rate and shall be payable with interest upon notice from Beneficiary to Grantor requesting payment.

C. Grantor covenants and agrees to defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay

all costs and expenses, including the cost of title search and any and all attorney's fees actually incurred, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

D. Grantor further covenants and agrees to pay any and all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

8. INSPECTIONS. Beneficiary or its agent may make reasonable entries upon and inspections of the Property, subject to all applicable landlord/tenant laws. Beneficiary shall give Grantor notice at least 24 hours prior to an inspection; provided, however, such right to notice does not apply to Beneficiary when acting it its regulatory capacity or when exercising its police powers.

9. CONDEMNATION. A. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust and other liens as approved by the Beneficiary, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Deed of Trust immediately before the taking, unless Grantor and Beneficiary otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds multiplied by the following fraction: (i) the total amount of the sums secured immediately before the taking, divided by (ii) the fair market value of the Property immediately before the taking. Any balance shall be paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Grantor and Beneficiary otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due.

B. If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, and Grantor fails to respond to Beneficiary within thirty (30) days after the date the notice is given, Beneficiary is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

C. Unless Beneficiary and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of such payments.

10. GRANTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of

Grantor shall not operate to release the liability of the original Grantor or of Grantor's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor or Grantor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Beneficiary and Grantor, except as otherwise provided for in this Deed of Trust. Grantor's covenants and agreements shall be joint and several.

12. LOAN CHARGES. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and; (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed under the Promissory Note or by making a direct payment to Grantor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Promissory Note.

13. NOTICES. Grantor shall promptly give Beneficiary written notice of any and all Project defaults (regardless of whether the default is related to the financing provided by Beneficiary and the various agreements governing the terms of such financing, or whether the default is related to any of the various other parties or entities providing financing to the Project under their various agreements), investigations, claims, demands, lawsuits, licensing issues relating to the operation of the building or care facility, or other actions by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law (as defined in Paragraph 19 of this Deed of Trust) of which Grantor has actual or constructive knowledge. Any notice provided for in this Deed of Trust shall be given pursuant to the procedures outlined in the Loan Agreement.

14. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by federal law and the laws of the State of Washington. In the event that any provisions of this Deed of Trust or the Promissory Note conflict with applicable law, such conflict shall not affect other non-conflicting provisions of this Deed of Trust or the Promissory Note, which shall continue in full force and effect.

15. GRANTOR'S COPY. Grantor hereby acknowledges receipt of a conformed copy of the Loan Agreement, Covenant Agreement, Promissory Note, and of this Deed of Trust.

16. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN GRANTOR.
A. Except as provided in the Loan Agreement, if all or any part of the Property or any

interest in it is sold or transferred (or if a beneficial interest of Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent, or if any other default occurs under this Deed of Trust, the Promissory Note, the Loan Agreement or the Covenant Agreement, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the execution date of this Deed of Trust. By accepting payment of any sum secured by this Deed of Trust after payment is due, Beneficiary does not waive the right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

B. If Beneficiary exercises the above option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a cure period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any and all remedies permitted by this Deed of Trust without further notice or demand on Grantor.

17. GRANTOR'S RIGHT TO REINSTATE FOLLOWING ACCELERATION. If Grantor meets the conditions outlined in this paragraph, Grantor shall have the right to have enforcement by acceleration of this Deed of Trust discontinued at any time prior to the earlier of: (i) 10 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (ii) entry of a judgment enforcing this Deed of Trust. The conditions which Grantor must meet are that Grantor shall: pay Beneficiary all sums which then would be due under this Deed of Trust and the Promissory Note as if no acceleration had occurred; cure any default of any other covenants or agreements; pay all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees, and; take such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Property, and Grantor's obligation to pay the sums secured by this Deed of Trust continue unchanged. Upon reinstatement by Grantor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration caused by Grantor's selling or transferring all or any part of the Property or any interest in it (or if a beneficial interest of Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent.

18. NO FURTHER ENCUMBRANCES. A. For the purposes of protecting Beneficiary's security and keeping the Property free from junior and subordinate financing liens, Grantor agrees and understands that any sale, conveyance, further encumbrance (including the granting of easements and any and all other matters affecting title, except for easements required for delivery of services or utilities to the Property) or other transfer of title to the Property, or any interest therein (whether voluntary or by operation of law), without Beneficiary's prior written consent, shall be an Event of Default under this Deed of Trust.

B. Notice is hereby given to all third parties that any mortgage or other Deed of Trust that they may receive against the Property without the prior written approval and acknowledgment of the Beneficiary of this Deed of Trust shall be null and void and without force or effect.

19. HAZARDOUS SUBSTANCES; REPRESENTATIONS AND WARRANTY. A. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined in this Paragraph 19) on or in the Property, except for the presence, use, storage and disposal of reasonable quantities of such Hazardous Substances as are generally used in the ordinary course of operating, maintaining or developing properties such as the Property, all of which Indemnitor represents, warrants and covenants shall be used, stored and disposed of in accordance with commercially reasonable practices and all applicable laws. Grantor shall not perform any act, nor allow, cause or permit the performance of any act, affecting the Property when such act constitutes a violation of any federal, state, or local Environmental Law, ordinance, or rule. As used in this Paragraph 19, "Environmental Law" means federal laws, state laws and local codes, laws, and/or ordinances of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

B. Grantor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law of which Grantor has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law and shall bear all costs and expenses thereof.

C. The Grantor hereby represents and warrants that, to the best of the Grantor's knowledge and belief, and after reasonable investigation and inquiry, the Project has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law, which Hazardous Substances have not been or will not be abated according to all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. To the best of Grantor's knowledge and belief, and after reasonable investigation and inquiry, there has not been a release of Hazardous Substances on, from, or near the Property, which release has not been or will not be abated to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. The Grantor has never received any notification, citation, complaint, violation, or notice of any kind from any person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of Hazardous Substances, for which there has not been or will not be abatement to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy. Grantor represents and warrants that any asbestos and lead-based paint found within the Project will be abated to levels acceptable under applicable law prior to tenant occupancy of the rehabilitated project. "Hazardous Substances" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated

thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products and their by-products" as defined under Washington law as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any "radon gas" in excess of levels recommended in U. S. Environmental Protection Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any "infectious waste" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to the operations of the Grantor is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or documents set forth above, including without limitation, polychlorinated biphenyls ("PCBs") and lead-based paints; and (ix) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

20. ACCELERATION: REMEDIES. A. Beneficiary shall give notice to Grantor, prior to acceleration, following Grantor's breach of any covenant or agreement noted in this Deed of Trust, the Loan Agreement, or the Covenant Agreement. The notice shall specify: (a) the nature of the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Grantor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property at public auction to the highest bidder, in accordance with the Deed of Trust Act of the State of Washington (RCW 61.24 or as hereafter amended). The notice shall further inform Grantor of applicable rights to reinstate after acceleration, rights to bring a court action to assert the nonexistence of a default or any other defense Grantor wishes to assert prior to acceleration and sale, and of any other matters required by applicable law to be included in the notice. If the default is not cured on or before the date specified in the notice, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted under the Loan Agreement, the Covenant Agreement, the Promissory Note, this Deed of Trust or by applicable law. Beneficiary shall be entitled to collect from Grantor all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, attorneys' fees and costs of title evidence.

B. If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of the occurrence of an event of default. Upon instruction from the Beneficiary to do so, Trustee shall cause the trust Property to be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Beneficiary or its designee may purchase the Property at any sale. Trustee and

Beneficiary shall take such action regarding notice of sale and shall give such notices to Grantor and to other persons as applicable law may require.

C. Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property without warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

D. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

21. RECONVEYANCE. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property to the person entitled thereto and shall surrender this Deed of Trust and all Promissory Notes evidencing the debt secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. SUBSTITUTE TRUSTEE. In the event of the death, incapacity, disability, or resignation of Trustee, or at Beneficiary's reasonable discretion, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

23. USE OF PROPERTY. The Property is not used principally for agricultural or farming purposes.

24. BINDING EFFECT. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term "Beneficiary" shall mean the holder and owner of the Promissory Note secured hereby, whether or not named as Beneficiary herein.

25. EXTENDED USE AGREEMENT. Beneficiary acknowledges that Grantor intends to enter into an extended use agreement, which constitutes the extended low-income housing commit described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "Code"). As of the date hereof Code Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or any increase in the gross rent with respect to such unit not otherwise permitted under Code Section 42 or a period of three (3) years after the date the building is acquired by foreclosure or by instrument in lieu of foreclosure. In the

even the extended use agreement is recorded against the Property, the Beneficiary agrees to comply with the provisions set forth in Code Section 43(h)(6)(E)(ii).

26. ORAL AGREEMENTS OR ORAL COMMITMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS INSTRUMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust and in any riders executed by Grantor and recorded with it.

IN WITNESS WHEREOF, the Parties have executed this Deed of Trust as of the day and year first written above.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

DRAFT

DRAFT
J AULD APTS LLC,
a Washington limited liability company

By: SHV A LLC,
a Washington limited liability company, its Managing Member

By: Spokane Housing Ventures, a Washington nonprofit corporation,
its Sole member

By: _____
Fred Peck, Executive Director

Date: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Fred Peck** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Executive Director** of **Spokane Housing Ventures**, a Washington nonprofit corporation, in its capacity as the **Sole Member** of **SHV A LLC**, a Washington limited liability company, in its capacity as **Managing Member** of **J Auld Apts LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Print Notary Name)_____
(seal) Notary Public in and for the State of _____
residing at_____
My appointment expires _____

DRAFT

DRAFT
BENEFICIARY - CITY OF SPOKANE

By: _____
David A. Condon, Mayor

Date: _____

ATTEST:

By: _____
Terri L. Pfister, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **David A. Condon** and **Terri L. Pfister** are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the **Mayor** and **City Clerk,** respectively, of and for the **City of Spokane**, a Washington municipal corporation to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Print Notary Name)_____
(seal) Notary Public in and for the State of _____
residing at_____
My appointment expires _____

DRAFT

ATTACHMENT 1

LEGAL DESCRIPTION

DRAFT

DRAFT
Needs legal description

WHEN RECORDED RETURN TO:
CITY OF SPOKANE
COMMUNITY, HOUSING, AND HUMAN SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD., ROOM 650
SPOKANE, WASHINGTON 99201-3339

OPR #2018-_____

CITY OF SPOKANE
J AULD APTS LLC

JAYNE AULD MANOR

HOME PROGRAM LOAN COVENANT AGREEMENT

Grantor: J Auld Apts LLC, a Washington limited liability company

Beneficiary: City of Spokane, a Washington state municipal corporation

Assessor's Parcel Nos.: 36331.0150, 36331.0151, 36331.0151 (UPDATE AFTER BLA)

Legal Description (abbreviated): PTN LTS 1-3 & 25 AND 26 MORGAN'S ACRE PARK
(UPDATE AFTER BLA)
See Attachment 1 for full legal description.

This HOME Program Loan Covenant Agreement ("Covenant Agreement") is made this _____ day of _____, 2018, by and between the **City of Spokane, Washington**, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing, and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, Washington 99201-3339 and **J Auld Apts LLC**, a Washington limited liability company, whose address is c/o Spokane Housing Ventures, 2001 N Division, Suite 100, Spokane, WA 99207 (the "Borrower" or "Grantor"). The managing member of the Borrower is **SHV A LLC**, a Washington limited liability company, whose sole member is **Spokane Housing Ventures**, a Washington nonprofit corporation.

I. STIPULATIONS

1. This Covenant Agreement is a condition of and part of the consideration for the financial assistance provided by the City to the Borrower for the Borrower's

construction of Jayne Auld Manor, a 48-unit apartment complex with 25 two-bedroom and 23 three-bedroom units, including a two-bedroom manager's unit, to be located 2830 East Francis Avenue and 6205 and 6211 North Regal Street in Spokane, WA (the "Project"). Four of the forty-eight units will be HOME-assisted.

2. This Covenant Agreement is part of a transaction further reflected in a Promissory Note ("Promissory Note") and a HOME Program Loan Agreement ("Loan Agreement") of even date herewith. The City's disbursements under the Loan Agreement are further secured by a Leasehold Deed of Trust ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said agreements shall have the same meaning in this Covenant Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

3. The Project is situated in the City and County of Spokane, State of Washington, and is legally described in Attachment 1. The abbreviated legal description is:

PTN LTS 1-3 & 25 AND 26 MORGAN'S ACRE PARK

REVISE AFTER BLA
Assessor's Parcel Numbers: 36331.0150, 36331.0151, 36331.0151

4. This Covenant Agreement shall be filed and recorded in the official public land records of Spokane County, Washington, and shall constitute a restriction upon the use of the property and Project described herein, subject to and in accordance with the terms of this Covenant Agreement during the Affordability Period described in Section IV herein below.

5. The covenants contained herein are to be taken and construed as ***covenants running with the land*** and shall pass to and be binding upon the Borrower, its successors in interest, assigns, heirs or lessees of the Project, beginning on the date this Covenant Agreement is executed. Each and every contract, deed or other instrument covering or conveying the property or Project, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants regardless of whether such covenants are set forth in such contract, deed or other instrument.

NOW, THEREFORE, it is hereby covenanted, that during the Affordability Period described in Section IV herein below, the Borrower agrees to the following covenants running with the land which shall bind the Borrower, its heirs, assigns, lessees and successors in interest through the Affordability Period.

II. COVENANTS

Borrower shall:

A. Comply with the Affordability Requirements described in this Covenant Agreement and Related Documents.

B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.

C. Maintain Project financial reports and Project financial records and provide all other information and documentation that the City may reasonably request.

D. Make prompt payment of all taxes and financial liabilities.

E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under the Loan Agreement or as approved of by the Director of Community, Housing, and Human Services of the City of Spokane (the "Director") in writing. The Director may withhold such approval at his/her reasonable discretion.

F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of the Loan Agreement, in accordance with the Loan Agreement, or as otherwise requested by the City. If the Project has floating HOME units, the Borrower must provide the City with information regarding the unit substitution and filling vacancies so that the Project remains in compliance with HOME rental occupancy requirements.

G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.

H. During the Affordability Period, prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of Borrower) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor).

I. Comply with all applicable federal, state and local regulations and requirements, including, but not limited to, Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Covenant Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. City's cost to administer Davis Bacon Federal Labor Standard, and Related Acts shall be borne by the Borrower. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington.

When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.

J. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.

K. Maintain housing in compliance with the property standards of 24 CFR §92.251 and local code requirements throughout the term of the Loan Agreement.

L. Upon Project completion, the Project shall obtain a final Certificate of Occupancy, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet the property standards of 24 CFR §92.251, and all applicable federal, state and local codes and ordinances. New construction projects must also meet HUD, state, and local requirements relating to accessibility and disaster mitigation.

M. Cause each of the four (4) HOME–assisted units to have been occupied by income-eligible households within eighteen (18) months after the Project is completed. If any HOME–assisted units have not been occupied by eligible tenants within 6 months following the date of Project Completion, Borrower shall submit to the City current marketing information and, if the City requests it, an enhanced marketing plan for leasing the unoccupied units as quickly as possible, which information the City will provide to HUD as required by 24 CFR §92.252. If any HOME-assisted unit has not been rented to eligible tenants within eighteen (18) months after the date of Project Completion, Borrower shall repay the City $80,000.00/unit for each such unit within thirty (30) days of the City's written request for repayment. This reflects the proportionate per unit share of HOME funds, i.e., $320,000.00 HOME dollars/4 HOME units. The number of HOME-assisted units required hereunder shall be reduced in proportion to the amounts so repaid.

The Borrower shall cause this Covenant Agreement to be recorded as a covenant running with the land and the Project.

Borrower shall pay at loan closing all costs associated with the negotiation, documentation and closing of the loan, including without limitation title premiums escrow fees, recording fees, appraisal fees and City's attorneys' fees.

III. INCOME DETERMINATIONS

A. For purposes of this Covenant Agreement, tenant "annual income" is defined pursuant to 24 CFR §92.203), and includes income from all persons in the household, less income adjustments pursuant to 24 CFR §5.611. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR §5.612.

B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR §92.203. Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR §92.203 and 24 CFR §92.252(h).

C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements below.

IV. AFFORDABILITY REQUIREMENTS

A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR §92.252, is twenty (20) years, beginning after Project Completion, as determined by the Director. "Project Completion" means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR §92, including the property standards under 24 CFR §92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d), Project Completion occurs upon completion of construction and before occupancy. Repayment of the loan during the HOME Affordability Period will not extinguish the requirements of the Related Documents.

B. City Affordability Period. The City Affordability Period is thirty (30) years, beginning after Project completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the "Affordability Period." Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with affordability requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of the Related Documents shall apply, as long as there are funds owing under the Note.

C. Rent Limit. During the Affordability Period, rents on the four (4) HOME–assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of Spokane area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities, and tenant-supplied appliances. These units shall include two (2) two-bedroom units and two (2) three-bedroom units. Should the HUD rents decline below the initial project rents, the Borrower's rents do not need to be reduced below the initial rents. A table of initial HUD rents for the Project as established by HUD is attached to the Loan Agreement as Attachment 3. The adjustment for tenant-paid utilities and tenant-supplied appliances is subject to §92.252. New HUD requirements include that the adjustment for tenant-paid utilities and tenant-supplied appliances be based on the HUD Utility Schedule Model, twelve (12) months of

documented actual utility costs as acceptable to the City's Community, Housing, & Human Services Department, or other methods as determined by HUD. Currently, the HUD Utility Schedule Model is available at: http://huduser.org/portal/resources/utilmodel.html.

However, any HOME-assisted unit receiving federal or state project-based rental assistance, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program.

The City will provide Borrower with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits) in accordance with this Loan Agreement and 24 CFR §92.252(f)(2). The Borrower must annually provide the City with information on rents and occupancy of HOME-assisted units to demonstrate compliance with the Affordability Requirements of this Loan Agreement. The City will review rents for compliance and approve or disapprove them every year. The Borrower must provide tenants of HOME-assisted units written notification of rent increases no less than 30 days prior to the beginning of the month in which the increase is intended to be implemented, subject to the provisions of a tenant's lease agreement, pursuant to 24 CFR §92.252(f)(3).

D. LIHTC Rent Clause. For tenants of low-income tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended from time to time.

E. Upon completion of the HOME Affordability Period, if the maximum rent and income limits described in this Section VIII are exceeded, the loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Promissory Note.

F. Income Limit. At initial occupancy, tenants of the four (4) HOME-assisted units shall have incomes not greater than thirty percent (30%) of the Spokane area median income ("AMI") as defined by HUD. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. If the income of a tenant of a HOME-assisted unit increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall increase to the lesser of thirty percent (30%) of the tenant's adjusted monthly income or Fair Market Rent, subject to paragraph IV.D hereof.

G. Income Certifications. All tenants' incomes shall be recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.

H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.

I. Relocation. Tenants in occupancy prior to the Project are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.

J. Protection of Affordability Requirements – City Purchase Option. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, the City is hereby granted an option and a right of first refusal to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City may exercise its right to purchase the Project in any reasonable manner following the City's receipt of written notice of pending or threatened foreclosure proceedings and/or a possible deed in lieu of foreclosure, which notice Borrower hereby agrees to provide to City. The purchase price shall be the assessed value of the Project at the time of the City's exercise of its purchase rights, less any financial obligations assumed by the City at the time of the City's acquisition of the Project. Pursuant to 24 CFR §92.252(e)(3), the City further reserves the right to revive any affordability restrictions according to the original terms of the Loan Agreement if, during the HOME Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

V. DEFAULT

If a violation of any of the foregoing covenants occurs, the City may, after thirty (30) days written notice, the default meanwhile not having been cured, institute and prosecute any proceeding at law or in equity or as otherwise provided for in this Covenant Agreement, or Related Documents, to abate, prevent, or enjoin any such violation or to compel specific performance by the Borrower of its obligations hereunder, including, without limitation of other remedies, the exercise of the City's purchase rights described herein. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER

DRAFT

FINANCIAL ACCOMMODATION RELATED TO THIS AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Parties have executed this Covenant Agreement as of the day and year first written above.

.

J AULD APTS LLC,
a Washington limited liability company

By: SHV A LLC, a Washington limited liability company,
its Managing Member

By: Spokane Housing Ventures, a Washington nonprofit corporation,
Its Sole Member

By: _____
Fred Peck, Executive Director
Date: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Fred Peck** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Executive Director** of **Spokane Housing Ventures**, a Washington nonprofit corporation, in its capacity as the **Sole Member** of **SHV A LLC**, a Washington limited liability company, in its capacity as **Managing Member** of **J Auld Apts LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Print Notary Name)_____
(seal) Notary Public in and for the State of _____
residing at_____
My appointment expires _____

DRAFT

CITY OF SPOKANE

By: _____
David A. Condon, Mayor

Date: _____

ATTEST:

By: _____
Terri L. Pfister, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **David A. Condon** and **Terri L. Pfister** are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the **Mayor** and **City Clerk,** respectively, of and for the **City of Spokane**, a Washington municipal corporation to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: _____

_____
(Print Notary Name)_____
(seal) Notary Public in and for the State of _____
residing at_____
My appointment expires _____

DRAFT

ATTACHMENT 1

LEGAL DESCRIPTION

DRAFT

PRIORITY AND SUBORDINATION AGREEMENT

PLACEHOLDER

AGREEMENT WILL BE MULTI-PARTY AND IS UNDER DEVELOPMENT AND NEGOTIATION.

POTENTIAL AGREEMENT WITH

SPOKANE HOUSING VENTURES

REGARDING DEBT FORGIVENESS

PLACEHOLDER

AGREEMENT IS UNDER DEVELOPMENT AND NEGOTIATION.

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	4/11/2012
		Clerk's File #	CPR 2018-0002
		Renews #	
Submitting Dept	ACCOUNTING	**Cross Ref #**	
Contact Name/Phone	MATT DOVAL 625-6005	**Project #**	
Contact E-Mail	MDOVAL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Claim Item	**Requisition #**	
Agenda Item Name	5600-CLAIMS-2018		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 11/09/18. Total:$ 8,994,560.67 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:$ 7,626,812.91

Summary (Background)

Pages 1-40 Check numbers: 554880 - 555152 ACH payment numbers: 56321 - 56654 On file for review in City Clerks Office: 40 Page listing of Claims NOTE: 1 Week Period

Fiscal Impact	Grant related? Public Works? NO	**Budget Account**
Expense	**$** 7,626,812.91	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	HUGHES, MICHELLE	**Study Session**	
Division Director	MARCHAND, CRYSTAL	**Other**	
Finance	DOVAL, MATTHEW	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	485,530.76
1100	STREET FUND	343,806.23
1200	CODE ENFORCEMENT FUND	5,390.32
1300	LIBRARY FUND	15,526.66
1380	TRAFFIC CALMING MEASURES	224.94
1400	PARKS AND RECREATION FUND	27,664.92
1450	UNDER FREEWAY PARKING FUND	5,698.51
1460	PARKING METER REVENUE FUND	10,458.19
1510	SPOKANE RGL EMERG COM SYS	421.88
1560	FORFEITURES & CONTRIBUTION FND	10,889.25
1620	PUBLIC SAFETY & JUDICIAL GRANT	910.10
1630	COMBINED COMMUNICATIONS CENTER	8,900.10
1680	CD/HS OPERATIONS	4,434.56
1970	FIRE/EMS FUND	158,521.75
1990	TRANSPORTATION BENEFIT FUND	594.61
2300	SPECIAL ASSESSMENT DEBT FUND	3,020.11
3200	ARTERIAL STREET FUND	314,493.39
3499	CAPITAL IMPROVEMENTS 1999	111,010.68
4100	WATER DIVISION	81,585.34
4250	INTEGRATED CAPITAL MANAGEMENT	1,394,371.96
4300	SEWER FUND	676,552.61
4480	SOLID WASTE FUND	350,850.54
4490	SOLID WASTE DISPOSAL	238,035.41
4600	GOLF FUND	5,229.89
4700	DEVELOPMENT SVCS CENTER	75,851.11
5100	FLEET SERVICES FUND	199,994.45
5110	FLEET SVCS EQUIP REPL FUND	309,702.64
5200	PUBLIC WORKS AND UTILITIES	8,375.49
5300	IT FUND	25,648.54
5310	IT CAPITAL REPLACEMENT FUND	29,534.96
5400	REPROGRAPHICS FUND	7,028.78
5500	PURCHASING & STORES FUND	1,789.45
5600	ACCOUNTING SERVICES	10,081.58
5700	MY SPOKANE	2,454.33
5800	RISK MANAGEMENT FUND	42,701.04
5810	WORKERS' COMPENSATION FUND	390,720.37
5820	UNEMPLOYMENT COMPENSATION FUND	34,249.30
5830	EMPLOYEES BENEFITS FUND	503,902.09
5900	ASSET MANAGEMENT FUND OPS	15,213.79
5901	ASSET MANAGEMENT FUND CAPITAL	52,743.15
6060	EMPLOYEES' RETIREMENT FUND	1,141.23
6070	FIREFIGHTERS' PENSION FUND	30,423.38
6080	POLICE PENSION FUND	19,437.57
6960	SALARY CLEARING FUND NEW	1,611,696.95
	TOTAL:	7,626,812.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

LATINO HOPE FOUNDATION	CONTRACTUAL SERVICES CHECK NO. - 00555094	6,000.00
MOSS & BARNETT	LEGAL SERVICES ACH PMT NO. - 80056391	3,063.00
REFUGEE CONNECTIONS SPOKANE	CONTRACTUAL SERVICES CHECK NO. - 00555097	6,000.00
SHI CORP	OTHER MISC CHARGES ACH PMT NO. - 80056410	3,555.32
SPOKANE COUNTY FIRE DIST 10	EXTERNAL TAXES/OPER ASSESSMT ACH PMT NO. - 80056567	105,512.74
SPOKANE FOLKLORE SOCIETY	CONTRACTUAL SERVICES CHECK NO. - 00555098	2,375.00
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80056569	11,740.41
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80056417	18,507.25
THE DUTCH CHARMER ATT: EUGENE ALTAFFER	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00554914	113.00
THE FAMILY GUIDE	CONTRACTUAL SERVICES ACH PMT NO. - 80056572	1,000.00
VIETNAMESE-AMERICAN SENIOR ASSOC OF SPOKANE	CONTRACTUAL SERVICES CHECK NO. - 00555101	6,500.00
TOTAL FOR 0020 - NONDEPARTMENTAL		164,366.72

0030 - POLICE OMBUDSMAN

BRIAN J CORR	PROFESSIONAL SERVICES ACH PMT NO. - 80056467	1,500.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	250.00
JAMES A WILBURN JR	AIRFARE ACH PMT NO. - 80056432	50.00
JAMES A WILBURN JR	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80056432	15.81
JAMES A WILBURN JR	PER DIEM ACH PMT NO. - 80056432	246.00
JENNIFER ROSE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80056405	9.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JENNIFER ROSE	PER DIEM	

	ACH PMT NO. - 80056405	221.00
LADD D SMITH	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00554933	56.98
LADD D SMITH	PER DIEM CHECK NO. - 00554933	221.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	625.36
TOTAL FOR 0030 - POLICE OMBUDSMAN		3,196.06

0100 - GENERAL FUND

AFFORDABLE ARBORIST TREE CARE 7714 N STARR RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00554915	52.00
BOUTEN CONSTRUCTION COMPANY PO BOX 3507	PERMIT REFUNDS PAYABLE CHECK NO. - 00554923	440.00
TOTAL FOR 0100 - GENERAL FUND		492.00

0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056466	257.80
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80056472	29.68
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	660.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	2,036.43
TOTAL FOR 0230 - CIVIL SERVICE		2,983.91

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	180.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	939.88
TOTAL FOR 0260 - CITY CLERK		1,119.88

0320 - COUNCIL

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	650.00
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES	

	ACH PMT NO. - 80056436	2,500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	2,381.45
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056648	533.44
TOTAL FOR 0320 - COUNCIL		6,064.89

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

COWLES PUBLISHING COMPANY dba SPOKESMAN-REVIEW	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80056600	170.40
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	430.00
PACIFIC NW INLANDER/DIV OF INLAND PUBLICATIONS INC	ADVERTISING ACH PMT NO. - 80056629	440.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	1,612.80
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		2,653.20

0370 - ENGINEERING SERVICES

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80056445	741.97
ACCOUNTING IMPREST FUND	LEGAL SERVICES CHECK NO. - 00554905	10.00
ACCOUNTING IMPREST FUND	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00554905	4.75
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80056452	54.18
EQUIPMENT WATCH	PUBLICATIONS ACH PMT NO. - 80056606	3,590.40
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	3,255.01
T-MOBILE	CELL PHONE CHECK NO. - 00555046	100.00
T-MOBILE	IT/DATA SERVICES CHECK NO. - 00555046	123.48

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	13,263.52
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056648	1,860.52
VERIZON WIRELESS	IT/DATA SERVICES	

	ACH PMT NO. - 80056648	1,166.62
TOTAL FOR 0370 - ENGINEERING SERVICES		24,170.45

0410 - FINANCE

DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80056344	54.77
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	695.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	2,008.89
TOTAL FOR 0410 - FINANCE		2,758.66

0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	216.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	880.85
TOTAL FOR 0430 - GRANTS MANAGEMENT		1,096.85

0450 - COMM & NEIGHBHD SVCS DIVISION

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	392.38
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056576	176.03
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		668.41

0470 - HISTORIC PRESERVATION

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80056369	100.51

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80056599	108.76
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	297.65
VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80056576	57.97
TOTAL FOR 0470 - HISTORIC PRESERVATION		664.89

0500 - LEGAL

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80056378	2,066.23
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	1,970.00
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80056495	3,967.50
LYNDEN SMITHSON	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00554932	147.15
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	9,318.27
TOTAL FOR 0500 - LEGAL		17,469.15

0520 - MAYOR

CHARLIE WOLFF	AIRFARE ACH PMT NO. - 80056547	909.60
CHARLIE WOLFF	LODGING ACH PMT NO. - 80056547	644.89
CHARLIE WOLFF	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80056547	66.07
CHARLIE WOLFF	PER DIEM ACH PMT NO. - 80056547	156.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	280.00
TESSA DELBRIDGE	OFFICE SUPPLIES CHECK NO. - 00554909	22.45
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	1,612.10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0520 - MAYOR	3,691.11

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	200.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	857.59
VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80056576	247.72
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80056576	20.00
	TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	1,325.31

0560 - MUNICIPAL COURT

BRENDA L CORBETT	NON-TRAVEL MEALS/LGHT RFRSHMT	
	CHECK NO. - 00554908	118.08
BRENDA L CORBETT	OFFICE SUPPLIES	
	CHECK NO. - 00554908	8.36
COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80056593	106.17
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80056602	22.40
EAN SERVICES LLC	CASH OVER/SHORT	
PROCESS ACCOUNTING	CHECK NO. - 00555037	40.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00555116	1,800.00
MARLENE GERAGHTY	CASH OVER/SHORT	
1925 E ROCKWOOD BLVD	CHECK NO. - 00555038	475.00
PPC SOLUTIONS INC	ALARM/SECURITY SERVICES	
	CHECK NO. - 00555042	88.16
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80056410	382.03
SPOKANE COUNTY BAR ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
SPOKANE COUNTY COURTHOUSE	CHECK NO. - 00554934	380.00
THOMSON WEST	PUBLICATIONS	
WEST PUBLISHING PAYMENT CTR	ACH PMT NO. - 80056573	935.68
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00555129	7,657.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0560 - MUNICIPAL COURT	12,013.83

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00555116	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00555129	504.71
	TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER	664.71

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	648.77
SKILLSOFT CORPORATION	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80056524	40,323.92
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	2,165.26
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056648	183.91
TOTAL FOR 0620 - HUMAN RESOURCES		43,321.86

0650 - PLANNING SERVICES

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80056599	261.10
DEAN GUNDERSON	OFFICE SUPPLIES CHECK NO. - 00554912	30.44
DIANA PAINTER	PARKING/TOLLS (LOCAL) CHECK NO. - 00554929	13.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	750.00
MELISSA K WITTSTRUCK	LOCAL MILEAGE CHECK NO. - 00555055	24.74
NORTHWEST CENTER SERVICES DBA ARGUS JANITORIAL LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80056327	599.25
TERESA L C STRIPES	PER DIEM ACH PMT NO. - 80056442	60.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	3,293.59

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056576	73.81
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80056576	10.00
TOTAL FOR 0650 - PLANNING SERVICES		5,116.68

0680 - POLICE

AT&T MOBILITY	MOBILE BROADBAND CHECK NO. - 00554881	172.92
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00554883	55.28
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80056466	1.22
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80056610	27.11
FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80056476	1,435.07
GALLS LLC	CLOTHING ACH PMT NO. - 80056477	1,812.95
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80056349	3,481.17
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80056349	20,653.30
GILMAN, CURALLI & GILMAN DO PS	MEDICAL SERVICES CHECK NO. - 00555035	255.00
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80056350	194.61
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	70,667.68
JACOB WILLARD	CLOTHING CHECK NO. - 00554940	80.00
LABORATORY CORPORTATION OF AMERICA	MEDICAL SERVICES CHECK NO. - 00555036	299.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80056501	491.90
SAN DIEGO POLICE EQUIP CO INC	AMMUNITION ACH PMT NO. - 80056562	7,933.26
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80056564	418.88

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80056411	710.54
SPRINT SOLUTIONS INC	MOBILE BROADBAND CHECK NO. - 00555099	455.64
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00555100	20.34
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	36,258.63
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056648	12,439.45
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80056648	15,693.55
VERIZON WIRELESS	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80056648	200.00-
WASHINGTON LEOFF	PENISION LEOFF II 3.5%	

DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00554887	2,416.83
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00555136	625.00
TOTAL FOR 0680 - POLICE		176,399.33

0690 - PROBATION SERVICES

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80056609	22.66
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	660.00
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80056389	116.48
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	2,387.18
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056576	115.94
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80056576	40.01
TOTAL FOR 0690 - PROBATION SERVICES		3,342.27

0700 - PUBLIC DEFENDER

CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80056471	763.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	1,405.00
LARRY TANGEN	LEGAL SERVICES ACH PMT NO. - 80056533	1,040.00
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80056516	811.88
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	6,318.01
TOTAL FOR 0700 - PUBLIC DEFENDER		10,338.64

0750 - ECONOMIC DEVELOPMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	781.00
VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80056648	115.94
TOTAL FOR 0750 - ECONOMIC DEVELOPMENT		1,056.94

0860 - TREASURY SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	279.41
TOTAL FOR 0860 - TREASURY SERVICES		354.41

0970 - INTERNAL SERVICE CHARGES

COPIERS NORTHWEST INC	REPROGRAPHICS ACH PMT NO. - 80056341	200.60
TOTAL FOR 0970 - INTERNAL SERVICE CHARGES		200.60

1100 - STREET FUND

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80056445	980.19
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80056585	33.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE CHECK NO. - 00555109	246.43
CHRIS CAFARO	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80056435	160.23
CHRIS CAFARO	PER DIEM ACH PMT NO. - 80056435	1.00
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056620	191,971.63
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80056378	1,443.43
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	4,895.24
ROADWISE INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056634	76,219.94
SHAMROCK MANUFACTURING INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056565	47,890.75
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00554935	54.02
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00555129	19,428.30
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056648	231.88
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80056648	249.46
	TOTAL FOR 1100 - STREET FUND	343,806.23

1200 - CODE ENFORCEMENT FUND

CARRIE L PAETSCH DBA NORTH COUNTRY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80056395	1,403.96
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	705.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	2,508.03
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056576	523.27
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80056576	250.06
	TOTAL FOR 1200 - CODE ENFORCEMENT FUND	5,390.32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	2,365.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	13,161.66
	TOTAL FOR 1300 - LIBRARY FUND	15,526.66

1380 - TRAFFIC CALMING MEASURES

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056468	224.94
	TOTAL FOR 1380 - TRAFFIC CALMING MEASURES	224.94

1400 - PARKS AND RECREATION FUND

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80056583	84.19
DESIGNER DECAL INC	MISC SERVICES/CHARGES ACH PMT NO. - 80056345	268.09
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	3,883.80

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	23,428.84
	TOTAL FOR 1400 - PARKS AND RECREATION FUND	27,664.92

1450 - UNDER FREEWAY PARKING FUND

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80056453	5,184.51
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80056324	514.00
	TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND	5,698.51

1460 - PARKING METER REVENUE FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056341	158.12
GRAINGER INC	CLOTHING ACH PMT NO. - 80056350	6,531.86

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	578.94
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	2,493.30
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056648	535.93
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80056576	160.04
	TOTAL FOR 1460 - PARKING METER REVENUE FUND	10,458.19

1510 - SPOKANE RGL EMERG COM SYS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	281.23
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056648	40.65
	TOTAL FOR 1510 - SPOKANE RGL EMERG COM SYS	421.88

1560 - FORFEITURES & CONTRIBUTION FND

ABC LEGAL SERVICES INC	LEGAL SERVICES

	ACH PMT NO. - 80056443	799.50
CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00555127	9,165.00
SPECIAL SERVICES GROUP LLC	COMPUTERS ACH PMT NO. - 80056566	849.95
WA STATE DEPT OF REVENUE	COMPUTERS -	74.80
	TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	10,889.25

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	654.27
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	180.83
WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	REGISTRATION/SCHOOLING ACH PMT NO. - 80056539	75.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	910.10

1630 - COMBINED COMMUNICATIONS CENTER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	1,558.60
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555119	1,126.68
SPOKANE COUNTY TREASURER	IT/DATA SERVICES ACH PMT NO. - 80056411	77.73
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80056411	1,197.95
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	4,939.14
	TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	8,900.10

1680 - CD/HS OPERATIONS

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80056609	6.62
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	735.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	3,577.00
VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80056576	115.94
TOTAL FOR 1680 - CD/HS OPERATIONS		4,434.56

1970 - FIRE/EMS FUND

ALLIED ENVELOPE	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80056583	118.87
AVISTA CORPORATION	PUBLIC SAFETY LICENSE/PERM	
PO BOX 3727	CHECK NO. - 00554886	38.00
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES	
	CHECK NO. - 00554907	358.39
COLUMBIA FORD INC	VEHICLES	
	ACH PMT NO. - 80056338	73,516.89
DCI ENGINEERS	BUILDING REPAIRS/MAINTENANCE	
D'AMATO CONVERSANO INC	ACH PMT NO. - 80056343	300.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DILLON J RUSSELL	AIRFARE	
	ACH PMT NO. - 80056439	445.15
DILLON J RUSSELL	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80056439	291.13
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80056348	1,402.93
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80056348	117.58
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80056609	11.00
GLOBAL AEROSPACE INC	INSURANCE PREMIUMS	
	ACH PMT NO. - 80056612	398.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00555116	10,527.80
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREAURER	CHECK NO. - 00555119	42,370.41
JASON HESS	AIRFARE	
	CHECK NO. - 00554913	441.40
SPOKANE FIRE DEPARTMENT	OPERATING SUPPLIES	
IMPREST FUND	CHECK NO. - 00554936	22.26
SPOKANE FIRE STATION MUSEUM	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80056412	1,000.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00555129	25,612.47
US HEALTHWORKS MEDICAL GROUP	MEDICAL SERVICES	
OF WASHINGTON PS	CHECK NO. - 00555048	88.00
VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80056648	38.84
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENISION LEOFF II 3.5% CHECK NO. - 00554887	1,422.63
TOTAL FOR 1970 - FIRE/EMS FUND		158,521.75

1990 - TRANSPORTATION BENEFIT FUND

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80056377	229.65
WA STATE DEPT/TRANSPORTATION	CONTRACTUAL SERVICES ACH PMT NO. - 80056422	364.96
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		594.61

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

2300 - SPECIAL ASSESSMENT DEBT FUND

MELVIN R. & LOIS V HATTENBURG 12918 N FREYA ST	OTHER GENERAL MISC REVENUE CHECK NO. - 00554916	2,634.01
UTILITIES BILLING 808 W SPOKANE FALLS BLVD	OTHER GENERAL MISC REVENUE CHECK NO. - 00554917	386.10
TOTAL FOR 2300 - SPECIAL ASSESSMENT DEBT FUND		3,020.11

3200 - ARTERIAL STREET FUND

ADAMS & CLARK INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056446	2,036.96
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056332	978.08
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056468	932.81
KIEWIT INFRASTRUCTURE WEST CO	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056388	143,390.09
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056499	42,698.96
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056364	350.44
RAPTOR EXCAVATING & CONTRACTING	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056561	16,516.75
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056365	104,647.28
WITHERSPOON BRAJCICH MCPHEE PLLC	RIGHT OF WAY ACH PMT NO. - 80056434	2,942.02
TOTAL FOR 3200 - ARTERIAL STREET FUND		314,493.39

3499 - CAPITAL IMPROVEMENTS 1999

TALISMAN CONSTRUCTION	BUILDING IMPROVEMENTS ACH PMT NO. - 80056532	111,010.68
TOTAL FOR 3499 - CAPITAL IMPROVEMENTS 1999		111,010.68

4100 - WATER DIVISION

ACTION MATERIALS	PAVING REPAIRS/MAINTENANCE ACH PMT NO. - 80056321	1,110.03

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80056592	4,191.59
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80056463	424.46
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056598	7.68
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80056352	3,167.55
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80056334	2,865.83
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80056378	1,679.04
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80056608	530.19
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80056484	863.74
HALME CONSTRUCTION INC	CONTRACTUAL SERVICES ACH PMT NO. - 80056353	3,214.87
HORIZON DISTRIBUTORS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80056354	1,620.90
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	8,045.00
KELLER SUPPLY COMPANY	INVENTORY PURCHASES FOR WATER CHECK NO. - 00554885	8,368.23
NEPTUNE TECHNOLOGY GROUP INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80056393	8,984.62
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80056394	9.08
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80056584	60.00
OXARC INC	OPERATING SUPPLIES	

	ACH PMT NO. - 80056398	408.65
SAMANTHA JOHNSON	LOCAL MILEAGE	
	ACH PMT NO. - 80056438	7.47
SPOKANE INT'L AIRPORT	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80056568	50.00
STELLAR INDUSTRIAL SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00555045	484.38
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00555129	32,810.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80056576	173.91
WA STATE DEPT OF HEALTH	PERMITS/OTHER FEES	
	CHECK NO. - 00555131	2,244.00
WATER DEPARTMENT	OTHER TRANSPORTATION EXPENSES	
IMPREST FUND	CHECK NO. - 00555103	49.99
WATER DEPARTMENT	PARKING/TOLLS (LOCAL)	
IMPREST FUND	CHECK NO. - 00555103	18.40
WATER DEPARTMENT	PERMITS/OTHER FEES	
IMPREST FUND	CHECK NO. - 00555103	188.00
WATER DEPARTMENT	REPAIR & MAINTENANCE SUPPLIES	
IMPREST FUND	CHECK NO. - 00555103	7.40
	TOTAL FOR 4100 - WATER DIVISION	81,585.34

4250 - INTEGRATED CAPITAL MANAGEMENT

ABADAN REPROGRAPHICS	CONSTRUCTION OF FIXED ASSETS	
BUSINESS EQUIPMENT CENTER	CHECK NO. - 00554880	282.88
ADAMS & CLARK INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056446	625.00
AHBL INC	ARCHITECT AND ENGINEER SERV	
	ACH PMT NO. - 80056447	2,375.00
BERNARDO-WILLS ARCHITECTS PC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056457	5,005.00
BERYL FREDRICKSON	LODGING	
	CHECK NO. - 00554910	367.60
BERYL FREDRICKSON	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00554910	329.63
BRANDON BLANKENAGEL	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00554906	188.57
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056591	1,607.81
COWLES PUBLISHING COMPANY	ADVERTISING	

DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80056468	116.61
COWLES PUBLISHING COMPANY	CONSTRUCTION OF FIXED ASSETS	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80056377	261.05
DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056347	11,798.03
GROUNDWATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS	
dba GSI WATER SOLUTIONS INC	ACH PMT NO. - 80056482	41,790.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056353	508,871.81
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056618	4,809.32
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00555116	800.00
J-U-B ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056496	2,104.30
KIEWIT INFRASTRUCTURE WEST CO	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056388	12,047.62
L & L CARGILE INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056363	437,313.80
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056502	3,736.25
MARYLYNN DODD	CONSTRUCTION OF FIXED ASSETS	
6009 N HAYE ST	CHECK NO. - 00555121	250.00
MICHAEL TERRELL LANDSCAPE	CONSTRUCTION OF FIXED ASSETS	
ARCHITECTURE PLLC	ACH PMT NO. - 80056504	3,785.88
PARAMETRIX INC DBA	CONSTRUCTION OF FIXED ASSETS	
TAYLOR ENGINEERING INC	ACH PMT NO. - 80056418	685.00
SSA ACOUSTICS	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056531	730.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00555129	3,237.83
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80056648	301.56
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT	
	ACH PMT NO. - 80056423	145,367.47
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS	
	ACH PMT NO. - 80056423	204,299.15
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80056422	1,284.63

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		1,394,371.96

4310 - SEWER MAINTENANCE DIVISION

CENTURYLINK	TELEPHONE CHECK NO. - 00555109	1,858.96
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80056337	7,600.26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	2,520.00
SAMANTHA JOHNSON	LOCAL MILEAGE ACH PMT NO. - 80056438	7.46
STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80056416	143.49
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	8,490.99
WA STATE DEPT OF LICENSING SPOKANE COUNTY COURTHOUSE	VEHICLES CHECK NO. - 00555133	7,936.74
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056541	446.78
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		29,004.68

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS GROUP USA, CORP	TESTING SERVICES ACH PMT NO. - 80056449	1,010.00
ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80056370	1,800.00
AVISTA UTILITIES	OPERATING RENTALS/LEASES ACH PMT NO. - 80056454	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80056454	11,519.83
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80056454	978.81
CENTURYLINK	TELEPHONE CHECK NO. - 00555109	1,754.19
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80056460	3,069.57
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80056340	3,363.06
CONTRACT DESIGN ASSOCIATES INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80056340	98.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056341	662.33
EUROFINS FRONTIER GLOBAL	TESTING SERVICES	

SCIENCES INC	ACH PMT NO. - 80056607	439.00
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80056474	47.45

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HACH COMPANY AMERICAN SIGMA	OPERATING SUPPLIES ACH PMT NO. - 80056485	2,244.22
HUBER TECHNOLOGY INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80056488	378,515.20
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	5,575.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80056493	20,289.02
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80056360	96.00
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80056361	13,892.50
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80056508	753.23
NORCO HEATING & AIR CONDITIONING CO	MINOR EQUIPMENT CHECK NO. - 00555123	4,601.52
NORCO INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056627	149.87
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80056627	2,328.78
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80056628	12,313.10
PCE PACIFIC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056401	3,875.66
POINTE PEST CONTROL	CONTRACTUAL SERVICES ACH PMT NO. - 80056402	1,463.36
SPECIALTY ROOFING LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80056526	892.16
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	23,361.16
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80056648	953.29
VISIONARY COMMUNICATIONS, INC	TELEPHONE CHECK NO. - 00555050	73.12
WINSTON & CASHATT PS	LEGAL SERVICES ACH PMT NO. - 80056433	34,401.46
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		530,986.30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ARROW CONCRETE & ASPHALT SPECIALTIES INC	PAVING REPAIRS/MAINTENANCE ACH PMT NO. - 80056550	12,392.32
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80056454	386.33
CENTURYLINK	TELEPHONE CHECK NO. - 00555034	66.23
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	1,450.00
STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80056416	31.77
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	4,593.78
	TOTAL FOR 4330 - STORMWATER	18,920.43

4360 - ENVIRONMENTAL PROGRAMS

ALLIANCE FOR WATER EFFICIENCY	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80056323	1,512.06
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	225.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	737.67
	TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS	2,474.73

4370 - SEWER CONSTRUCTION FUND

WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80056423	34,520.53
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80056423	60,645.94
	TOTAL FOR 4370 - SEWER CONSTRUCTION FUND	95,166.47

4490 - SOLID WASTE DISPOSAL

ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80056325	3,050.00
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80056588	318.35
BRENNTAG PACIFIC INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00554882	16,199.23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CDW GOVERNMENT INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80056374	508.30
CERIUM NETWORKS INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80056335	1,294.14
COCHRAN INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80056461	326.40
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80056344	92.08
DICK IRVIN INC.	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80056379	5,634.00
ELJAY OIL CO INC	HAZARDOUS WASTE DISPOSAL	
	ACH PMT NO. - 80056605	1,141.09
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80056605	973.98
ELJAY OIL CO INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80056605	522.61
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80056473	158.34
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80056473	944.44
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80056473	1,392.31
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80056348	5.98
FIKES NORTHWEST INC/DIV OF	OPERATING SUPPLIES	
VIKING LOGIC INC	ACH PMT NO. - 80056474	6.78
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80056613	38,188.81
GREENMARK ENTERPRISES LLC	REPAIR & MAINTENANCE SUPPLIES	
DBA KILLER FILTER	ACH PMT NO. - 80056481	344.61
HITACHI ZOSEN INOVA U.S.A.	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80056356	6,262.84
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80056358	1,512.85
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00555116	3,490.00
KONECRANES INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80056498	1,669.10
NARWHAL MET LLC	CONTRACTUAL SERVICES	
dba WEATHERNET LLC	ACH PMT NO. - 80056424	1,300.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80056627	2,069.45
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80056396	6,312.14
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80056510	1,568.50
SIMPLEXGRINNELL LP	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056523	697.41
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80056414	102,915.00
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00555044	16,246.42
SUNBELT RENTALS INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056570	2,151.95
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	17,344.46
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056648	795.46
WA STATE DEPT OF HEALTH	PERMITS/OTHER FEES CHECK NO. - 00555132	1,647.00
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	581.46
WESTERN EXTERMINATOR COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80056428	369.92
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		238,035.41

4500 - SOLID WASTE COLLECTION

ACTION MEDICAL INC	OPERATING SUPPLIES ACH PMT NO. - 80056582	97.32
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80056454	910.32
CENTURYLINK	TELEPHONE CHECK NO. - 00555109	56.73
COMCAST	TELEPHONE ACH PMT NO. - 80056593	260.75
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056598	218.56
CRAMBLIT INC dba HOTSY OF SPOKANE	OPERATING SUPPLIES ACH PMT NO. - 80056487	1,528.64

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP	MINOR EQUIPMENT	

%DELL USA LP	ACH PMT NO. - 80056344	673.67
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80056610	67.78
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	4,895.00
INLAND ELEVATOR LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80056492	170.04
JAMES H TIEKEN	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00554938	187.48
ROBERT ERIC OLSEN	PERMITS/OTHER FEES CHECK NO. - 00555040	102.00
RUBICON GLOBAL LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80056520	317,764.54
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80056530	688.68
UNIVERSAL ATHLETIC SVCS INC	OPERATING SUPPLIES ACH PMT NO. - 80056575	69.63
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	19,629.38
WESTERN GLOVE INC	OPERATING SUPPLIES ACH PMT NO. - 80056577	3,530.02
	TOTAL FOR 4500 - SOLID WASTE COLLECTION	350,850.54

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	407.20
INVICTUS NETWORKS LLC	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80056494	1,119.67
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	3,604.49
WA STATE DEPT OF REVENUE	COMPUTER/MICRO EQUIPMENT -	98.53
	TOTAL FOR 4600 - GOLF FUND	5,229.89

4700 - DEVELOPMENT SVCS CENTER

ACCOUNTING IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00554905	16.10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ADT LLC 16810 E EUCLID	PERMIT REFUNDS PAYABLE CHECK NO. - 00554921	20.00
ATLAS BOILER/EQUIPMENT CO INC	PERMIT REFUNDS PAYABLE	

3815 E TRENT	CHECK NO. - 00554924	135.00
CAVALIER CORPORATION	PERMIT REFUNDS PAYABLE	
13616 E MT SPOKANE DR	CHECK NO. - 00554926	18.00
CDW GOVERNMENT INC	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80056333	1,602.17
CURRENT ELECTRICAL	PERMIT REFUNDS PAYABLE	
14921 E TRENT AVE	CHECK NO. - 00554918	15.00
HALO HEATING & AIR INC	PERMIT REFUNDS PAYABLE	
3211 S HIGH DRIVE	CHECK NO. - 00554920	15.00
HANDYMAN ELECTRIC LLC	PERMIT REFUNDS PAYABLE	
12128 N DIVISION ST PMB#129	CHECK NO. - 00554919	15.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00555116	2,469.00
JACQUE WEST	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00555054	16.00
LOWELL PETERSEN	ADVISORY TECHNICAL SERVICE	
	CHECK NO. - 00555041	60.00
PROFESSIONAL PIPING INC	PERMIT REFUNDS PAYABLE	
2733 E PROVIDENCE	CHECK NO. - 00554922	266.00
PROTECT YOUR HOME	PERMIT REFUNDS PAYABLE	
3750 PRIORITY WY S DR	CHECK NO. - 00555039	59,495.00
STURM HEATING	PERMIT REFUNDS PAYABLE	
1112 N NELSON	CHECK NO. - 00554925	30.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00555129	9,981.06
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80056648	1,417.71
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80056648	280.07
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		75,851.11

5100 - FLEET SERVICES FUND

AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL	
	ACH PMT NO. - 80056454	13,636.85
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80056454	3,643.97

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80056454	186.45
BATTERY SYSTEMS INC	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80056371	227.37
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY	

	ACH PMT NO. - 80056456	709.90
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056372	7,108.44
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056373	191.93
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80056459	2,796.65
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80056376	63,539.26
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80056339	4,535.22
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056342	2,162.23
CUMMINS NORTHWEST LLC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056469	434.70
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056553	2,268.04
D & W SUPPLIES INC D & W TIRE DEALERS SUPPLIES	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00555092	200.88
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056429	1,966.84
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056540	289.94
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056578	3,049.74
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056380	152.32
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056555	2,237.58
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056479	892.71
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056555	2,861.70
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	1,715.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INLAND ELEVATOR LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80056492	170.04
KELLOGGS SERVICE & TOWING	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00555093	436.59
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056556	10,892.68
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY	

	ACH PMT NO. - 80056556	3,123.09
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00555095	548.03
MOTION AUTO SUPPLY	OTHER REPAIRS/MAINTENANCE	
PARTS WHOLESALERS INC	ACH PMT NO. - 80056506	755.25
MOTION AUTO SUPPLY	VEHICLE REPAIR & MAINT SUPPLY	
PARTS WHOLESALERS INC	ACH PMT NO. - 80056557	1,468.16
MOTION INDUSTRIES INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80056507	707.43
NAPA AUTO PARTS	MINOR EQUIPMENT	
GENUINE PARTS CO	ACH PMT NO. - 80056509	23.90
NAPA AUTO PARTS	OTHER REPAIRS/MAINTENANCE	
GENUINE PARTS CO	ACH PMT NO. - 80056509	727.71
NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY	
GENUINE PARTS CO	ACH PMT NO. - 80056558	71.75-
NORCO INC	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80056559	8.09
NORLIFT INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80056560	17.58
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80056397	271.97
O'REILLY AUTOMOTIVE STORES INC	OTHER REPAIRS/MAINTENANCE	
dba FIRST CALL	CHECK NO. - 00554928	65.45
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80056513	3,460.95
PETROCARD SYSTEMS INC	MOTOR FUEL-OUTSIDE VENDOR	
PACIFIC PRIDE	CHECK NO. - 00555096	50.13
SIX ROBBLEES INC	OTHER REPAIRS/MAINTENANCE	
	CHECK NO. - 00554931	380.91
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY	
	CHECK NO. - 00555043	497.60
SOLID WASTE SYSTEMS INC	OTHER REPAIRS/MAINTENANCE	
dba SWS EQUIPMENT INC	ACH PMT NO. - 80056525	8,346.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE HOUSE OF HOSE INC	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80056413	130.12
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80056528	1,554.76
SPOKANE POWER TOOL & HDWE	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80056529	2,936.52
THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00554937	842.43
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY	

	ACH PMT NO. - 80056574	3,140.85
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80056420	18,065.08
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00555129	6,805.03
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00555104	727.90
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY	
	CHECK NO. - 00555104	3,452.68
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80056430	7,003.94
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80056579	10.50
WESTSIDE MOTORSPORTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80056431	7,557.75
WINGFOOT COMMERCIAL TIRE	VEHICLE REPAIR & MAINT SUPPLY	
SYSTEMS LLC DBA GOODYEAR TIRE	ACH PMT NO. - 80056366	1,079.30

TOTAL FOR 5100 - FLEET SERVICES FUND		199,994.45

5110 - FLEET SVCS EQUIP REPL FUND

GORDON TRUCK CENTERS INC DBA	RENTAL EQUIPMENT	
PACIFIC TRUCK CENTERS	ACH PMT NO. - 80056479	110,540.74
PAPE MACHINERY INC	RENTAL EQUIPMENT	
	ACH PMT NO. - 80056400	199,161.90

TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		309,702.64

5200 - PUBLIC WORKS AND UTILITIES

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80056378	3,827.12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00555116	880.00
PACER SERVICE CENTER	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80056399	19.10
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00555129	2,725.71
VERITIV OPERATING COMPANY	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80056421	612.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80056538	311.56

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		8,375.49

5300 - IT FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80056326	1.52
CDW GOVERNMENT INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80056374	365.31
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00555034	122.27
COPIERS NORTHWEST INC	REPROGRAPHICS	
	ACH PMT NO. - 80056341	1.46
ERIC FINCH	PER DIEM	
	ACH PMT NO. - 80056437	61.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00555116	2,696.00
MICHAEL A SLOON	LODGING	
	ACH PMT NO. - 80056441	556.17
MICHAEL A SLOON	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80056441	341.17
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80056404	740.00
SPOKANE COUNTY TREASURER	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80056411	632.08
THERESA PELLHAM	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00554930	341.17
THERESA PELLHAM	PER DIEM	
	CHECK NO. - 00554930	45.00
T-MOBILE	CELL PHONE	
	CHECK NO. - 00555047	120.78

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00555129	12,863.85
US POSTMASTER	PREPAID POSTAGE	
	CHECK NO. - 00555049	5,000.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80056648	1,428.26
WESLEY HOWARD MORRIS	ADVISORY TECHNICAL SERVICE	
DBA MORRIS NETWORK CONTRACTING	ACH PMT NO. - 80056425	332.50
TOTAL FOR 5300 - IT FUND		25,648.54

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP	COMPUTERS	

%DELL USA LP	ACH PMT NO. - 80056472	4,087.99
LENOVO (UNITED STATES) INC	COMPUTERS CHECK NO. - 00555120	14,552.00
SHI CORP	COMPUTERS ACH PMT NO. - 80056410	10,894.97
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		29,534.96

5400 - REPROGRAPHICS FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80056326	26.39
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056341	2,665.72
GARLAND PRINTING CO	PRINTING/BINDING/REPRO CHECK NO. - 00554884	108.80
GREAT WESTERN INK INC	OPERATING SUPPLIES CHECK NO. - 00554911	329.10
HAIGHT BROTHERS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056617	196.28
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	180.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	620.67
VERITIV OPERATING COMPANY	OPERATING SUPPLIES ACH PMT NO. - 80056421	2,244.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	28.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80056427	628.86
TOTAL FOR 5400 - REPROGRAPHICS FUND		7,028.78

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	409.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	1,380.45
TOTAL FOR 5500 - PURCHASING & STORES FUND		1,789.45

5600 - ACCOUNTING SERVICES

ALLIED ENVELOPE	PRINTING/BINDING/REPRO	

	ACH PMT NO. - 80056583	584.96
COPIERS NORTHWEST INC	REPROGRAPHICS ACH PMT NO. - 80056341	0.07
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	2,212.06
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	7,284.49
TOTAL FOR 5600 - ACCOUNTING SERVICES		10,081.58

5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	495.00
SPOKANE INT'L TRANSLATION/DIV OF PERCIBA INC	INTERPRETER COSTS ACH PMT NO. - 80056415	30.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	1,929.33
TOTAL FOR 5700 - MY SPOKANE		2,454.33

5800 - RISK MANAGEMENT FUND

ALTERNATIVE SERVICE CONCEPTS LLC/ASC	INSURANCE ADMINISTRATION ACH PMT NO. - 80056451	25,961.27
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80056537	16,739.77

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5800 - RISK MANAGEMENT FUND		42,701.04

5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056341	23.17
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80056602	4.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	360.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	1,431.40
WA STATE DEPT OF LABOR & INDUSTRIES	DEPOSIT WITH EXTERNAL TRUST CHECK NO. - 00554939	34,018.80
WA STATE DEPT OF LABOR & INDUSTRIES	DEPOSIT-SUPP PENSION ASSESSMNT CHECK NO. - 00555051	126,315.02
WA STATE DEPT OF LABOR &	INSURANCE ADMINISTRATION	

INDUSTRIES	CHECK NO. - 00555051	182,909.03
WA STATE DEPT OF LABOR & INDUSTRIES	INSURANCE CLAIMS CHECK NO. - 00554939	45,658.47
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		390,720.37

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	11.23
NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80056514	500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	34.63
WA STATE EMPLOYMENT SECURITY DEPT	INSURANCE CLAIMS CHECK NO. - 00555052	33,703.44
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		34,249.30

5830 - EMPLOYEES BENEFITS FUND

ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80056448	5,220.00
COPIERS NORTHWEST INC	REPROGRAPHICS ACH PMT NO. - 80056341	2.47

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	245.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80056615	158,245.93
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80056500	37,361.35
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80056515	270,042.44
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	816.33
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80056650	2,906.23
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80056650	29,062.34
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		503,902.09

5900 - ASSET MANAGEMENT FUND OPS

ADVANCED FIRE SYSTEMS INC	BUILDING REPAIRS/MAINTENANCE

	CHECK NO. - 00555032	294.00
AMERICAN SPRINKLER REPAIR AND LANDSCAPE LLC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00555033	652.80
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80056585	301.80
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80056328	42.20
COEUR D'ALENE SERVICE STATION EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056462	1,269.21
COEUR D'ALENE SERVICE STATION EQUIPMENT	OPERATING RENTALS/LEASES ACH PMT NO. - 80056462	396.25
COEUR D'ALENE SERVICE STATION EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80056462	716.65
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80056597	941.73
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80056554	142.34
FIRE SYSTEMS WEST INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80056381	2,681.92
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80056475	149.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	425.00
JOHNSON CONTROLS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80056386	1,315.61
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80056403	327.49
SCHINDLER ELEVATOR CORP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80056522	353.97
SCHINDLER ELEVATOR CORP	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056407	2,790.72
SPECIALTY ROOFING LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80056526	302.74
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	2,109.76
	TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS	15,213.79

5901 - ASSET MANAGEMENT FUND CAPITAL

CONSTRUCTIV LLC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80056464	755.53
GUNARAMA WHOLESALE INC	WEAPONS/FIREARMS/SIGNALGUNS	

	ACH PMT NO. - 80056483	5,784.90
TALISMAN CONSTRUCTION	BUILDING IMPROVEMENTS ACH PMT NO. - 80056532	46,202.72
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		52,743.15

6100 - RETIREMENT

CHRISTINE M SHISLER	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80056440	40.00-
CHRISTINE M SHISLER	PER DIEM ACH PMT NO. - 80056440	132.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00555116	260.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00555129	789.23
TOTAL FOR 6100 - RETIREMENT		1,141.23

6200 - FIREFIGHTERS' PENSION FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80056448	1,665.00
GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSMENT CHECK NO. - 00555070	51.70
JAMES KRAFT	SERVICE REIMBURSMENT CHECK NO. - 00555071	49.00
JAMES T BURKE	SERVICE REIMBURSMENT CHECK NO. - 00555069	61.95
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80056500	6,102.85
NEIGHBORCARE PHARMACY SVCS DBA EVERGREEN PHARMACEUTICAL LLC	SERVICE REIMBURSMENT CHECK NO. - 00555072	131.35
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80056515	15,674.64
RUSSELL WHITMORE	SERVICE REIMBURSMENT CHECK NO. - 00555076	8.69
SILVERADO PEORIA	SERVICE REIMBURSEMENT CHECK NO. - 00555073	6,600.00
WESTERN HEARING AID CENTER INC	SERVICE REIMBURSMENT ACH PMT NO. - 80056548	78.20
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		30,423.38

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80056448	1,665.00
DENISE GEIST	SERVICE REIMBURSMENT ACH PMT NO. - 80056549	1,166.20
FRED UTTKE	SERVICE REIMBURSMENT CHECK NO. - 00555075	99.99
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80056500	4,673.89
LORETTA BENNETT	SERVICE REIMBURSMENT CHECK NO. - 00555068	1,923.30
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80056515	4,759.19
SPOKANE CARE GROUP LLC dba PINE RIDGE ALZHEIMER'S	SERVICE REIMBURSMENT CHECK NO. - 00555074	5,150.00
	TOTAL FOR 6300 - POLICE PENSION	19,437.57

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6960 - SALARY CLEARING FUND NEW

CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00555111	936.14
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00555110	305.50
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00555112	1,044.88
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80056603	120.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80056604	22.50
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00555114	507.68
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00555115	878.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00555116	266,626.40
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00555116	9,885.21
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00555117	59,926.87
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00555118	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00555119	68,522.25

INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80056622	60,825.95
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00555135	915.57
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80056623	1,740.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80056624	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80056625	2,675.06
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00555122	277.34
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00555124	273.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00555125	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80056616	602.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00555126	459.10
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80056633	5,012.72
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80056633	9,613.48
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80056589	18,967.46
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80056638	907.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80056639	3,432.50
SPOKANE POLICE GUILD ATTN: SARGEANT PAUL CARPENTER	POLICE GUILD ACH PMT NO. - 80056632	20,936.24
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80056642	604.65
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80056640	105.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80056643	440.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80056645	280.00
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY	

	CHECK NO. - 00555113	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00555128	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80056646	1,357.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00555129	253,712.69
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00555129	672,084.70
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00555129	100,399.40
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00555130	1,258.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80056649	27,712.75
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00555134	16,929.66
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00555136	924.50
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00555137	109.40
	TOTAL FOR 6960 - SALARY CLEARING FUND NEW	1,611,696.95
	TOTAL CLAIMS	7,626,812.91

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	783.75	11.05	1,516.38
00554880	ABADAN REPROGRAPHICS	282.88		
00554881	AT&T MOBILITY	172.92		
00554882	BRENNTAG PACIFIC INC	16,199.23		
00554883	CENTURYLINK	55.28		
00554884	GARLAND PRINTING CO	108.80		
00554885	KELLER SUPPLY COMPANY	8,368.23		
00554886	AVISTA CORPORATION	38.00		
00554887	WASHINGTON LEOFF	3,839.46		
00554888	SHARON LINDSAY			110.00
00554889	ROBERT TEAL			55.00
00554890	KELLY MARSH			69.00
00554891	DARLA DONOVAN			39.00
00554892	GLENDA KAPPEN			55.00
00554893	BRENDA TARVIN			104.00
00554894	GINA HARRIS			30.00
00554895	MAY VANG			60.00
00554896	MELISSA SWANSON			49.00
00554897	TYLER SARGENT			39.00
00554898	COLTON MOORE			650.00
00554899	ANNALISA CAMPBELL			78.00
00554900	AMANDA ANDERSON			229.00
00554901	PENNY BLOMGREN			30.00
00554902	AUSTIN CARLSON			50.00
00554903	JEFFREY FOX			29.00
00554904	SPOKANE CITY TREASURER			
00554905	ACCOUNTING IMPREST FUND	30.85		
00554906	BRANDON BLANKENAGEL	188.57		
00554907	BOUND TREE MEDICAL LLC	358.39		
00554908	BRENDA L CORBETT	126.44		
00554909	TESSA DELBRIDGE	22.45		
00554910	BERYL FREDRICKSON	697.23		
00554911	GREAT WESTERN INK INC	329.10		
00554912	DEAN GUNDERSON	30.44		
00554913	JASON HESS	441.40		
00554914	THE DUTCH CHARMER	113.00		
00554915	AFFORDABLE ARBORIST TREE CAR	52.00		
00554916	MELVIN R. & LOIS V HATTENBUR	2,634.01		
00554917	UTILITIES BILLING	386.10		
00554918	CURRENT ELECTRICAL	15.00		
00554919	HANDYMAN ELECTRIC LLC	15.00		
00554920	HALO HEATING & AIR INC	15.00		
00554921	ADT LLC	20.00		
00554922	PROFESSIONAL PIPING INC	266.00		
00554923	BOUTEN CONSTRUCTION COMPANY	440.00		
00554924	ATLAS BOILER/EQUIPMENT CO IN	135.00		
00554925	STURM HEATING	30.00		
00554926	CAVALIER CORPORATION	18.00		
00554928	O'REILLY AUTOMOTIVE STORES I	65.45		
00554929	DIANA PAINTER	13.75		
00554930	THERESA PELLHAM	386.17		
00554931	SIX ROBBLEES INC	848.48		
00554932	LYNDEN SMITHSON	147.15		

RUN NO: 45

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00554933	LADD D SMITH	277.98		
00554934	SPOKANE COUNTY BAR ASSN	380.00		
00554935	SPOKANE COUNTY WATER DIST NO	54.02		
00554936	SPOKANE FIRE DEPARTMENT	22.26		
00554937	THERMO KING NORTHWEST	842.43		
00554938	JAMES H TIEKEN	187.48		
00554939	WA STATE DEPT OF LABOR &	79,677.27		
00554940	JACOB WILLARD	80.00		
00554941	JAMES LYONS III			200.00
00555032	ADVANCED FIRE SYSTEMS INC	294.00		
00555033	AMERICAN SPRINKLER REPAIR	652.80		
00555034	CENTURYLINK	518.74		
00555035	GILMAN, CURALLI &	255.00		
00555036	LABORATORY CORPORTATION OF	299.00		
00555037	EAN SERVICES LLC	40.00		
00555038	MARLENE GERAGHTY	475.00		
00555039	PROTECT YOUR HOME	59,495.00		
00555040	ROBERT ERIC OLSEN	102.00		
00555041	LOWELL PETERSEN	60.00		
00555042	PPC SOLUTIONS INC	88.16		
00555043	SIX ROBBLEES INC	30.03		
00555044	SPOKANE REGIONAL HEALTH DIST	16,246.42		
00555045	STELLAR INDUSTRIAL SUPPLY IN	484.38		
00555046	T-MOBILE	223.48		
00555047	T-MOBILE	120.78		
00555048	US HEALTHWORKS MEDICAL GROUP	88.00		
00555049	US POSTMASTER	5,000.00		
00555050	VISIONARY COMMUNICATIONS, IN	73.12		
00555051	WA STATE DEPT OF LABOR &	309,224.05		
00555052	WA STATE EMPLOYMENT SECURITY	33,703.44		
00555053	WENDLE FORD NISSAN ISUZU	3,153.35		
00555054	JACQUE WEST	16.00		
00555055	MELISSA K WITTSTRUCK	24.74		
00555056	CENTURYLINK		61.98	
00555057	LISA COX		7.08	
00555058	SUSANNE MILLER		18.64	
00555059	NATALIA RUIZ-RUBIO		75.00	
00555060	POWER TO THE POETRY LLC		400.00	
00555061	SPOKANE CITY TREASURER		4,523.62	
00555062	SPOKANE PUBLIC LIBRARY IMPRE		29.00	
00555063	SPOKANE PUBLIC LIBRARY		258.28	
00555064	TRAPPIST MONKS OF GUADALUPE		491.79	
00555065	T-MOBILE		56.98	
00555066	WASHINGTON LIBRARY ASSN		2,787.00	
00555067	THE PEPSI BOTTLING GROUP			849.57
00555068	LORETTA BENNETT	1,923.30		
00555069	JAMES T BURKE	61.95		
00555070	GN HEARING CARE CORPORATION	51.70		
00555071	JAMES KRAFT	49.00		
00555072	NEIGHBORCARE PHARMACY SVCS D	131.35		
00555073	SILVERADO PEORIA	6,600.00		
00555074	SPOKANE CARE GROUP LLC	5,150.00		
00555075	FRED UTTKE	99.99		

CHECK # VENDOR CITY LIBRARY PARKS

00555076	RUSSELL WHITMORE	8.69		
00555092	D & W SUPPLIES INC	200.88		
00555093	KELLOGGS SERVICE & TOWING	436.59		
00555094	LATINO HOPE FOUNDATION	6,000.00		
00555095	LEAVITT MACHINERY USA INC	548.03		
00555096	PETROCARD SYSTEMS INC	50.13		
00555097	REFUGEE CONNECTIONS SPOKANE	6,000.00		
00555098	SPOKANE FOLKLORE SOCIETY	2,375.00		
00555099	SPRINT SOLUTIONS INC	455.64		
00555100	T-MOBILE	20.34		
00555101	VIETNAMESE-AMERICAN SENIOR	6,500.00		
00555103	WATER DEPARTMENT	263.79		
00555104	WENDLE FORD NISSAN ISUZU	1,027.23		
00555105	JEFFERY B BENEFIELD		18.55	
00555106	SUSANNE MILLER		75.12	
00555109	CENTURYLINK	3,586.07		
00555110	CHILD SUPPORT SERVICES	305.50		
00555111	CALIFORNIA STATE DISBURSEMEN	936.14		
00555112	DANIEL H BRUNNER, TRUSTEE	1,044.88		
00555113	SUPPORT PAYMENT CLEARINGHOUS	257.50		
00555114	FAMILY SUPPORT REGISTRY	507.68		
00555115	HUMAN RESOURCES	878.00		
00555116	ICMA RETIREMENT TRUST 457	427,592.21		
00555117	ICMA RETIREMENT TRUST 457 LO	59,926.87		
00555118	IDAHO STATE TAX COMMISSION	37.50		
00555119	ING LIFE INSURANCE & ANNUITY	112,019.34		
00555120	LENOVO (UNITED STATES) INC	14,552.00		
00555121	MARYLYNN DODD	250.00		
00555122	NEW JERSEY SUPPORT PAYMENT	277.34		
00555123	NORCO HEATING & AIR	4,601.52		
00555124	OFFICE OF THE ATTORNEY GENER	273.50		
00555125	PEOPLE QUALIFIED COMMITTEE	15.35		
00555126	PRE-PAID LEGAL SERVICES INC	459.10		
00555127	CRAIG MEIDL OR JUSTIN LUNDGR	9,165.00		
00555128	UNITED STATES TREASURY	12.50		
00555129	US BANK OR CITY TREASURER	1,380,262.53		
00555130	WA GET PROGRAM	1,258.50		
00555131	WA STATE DEPT OF HEALTH	2,244.00		
00555132	WA STATE DEPT OF HEALTH	1,647.00		
00555133	WA STATE DEPT OF LICENSING	7,936.74		
00555134	WA STATE SUPPORT REGISTRY OR	16,929.66		
00555135	JUNE WALLACE	915.57		
00555136	WESTERN STATES POLICE MEDICA	1,549.50		
00555137	WSCCCE, AFSCME, AFL-CIO	109.40		
00555138	AFCO DISTRIBUTION			122.66
00555139	ATLAS SAND AND ROCK INC			6,845.51
00555140	BILL BURKE			1,349.12
00555141	CHARLIE'S INVENTORY			1,731.55
00555142	CORRECTIONAL INDUSTRIES			600.64
00555143	ENERGY CONTROL INC			1,400.00
00555144	SHARI HEMMERLING			30.00
00555145	SALLY LANCASTER			65.00
00555146	TAMARA GRIM			130.00

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00555147	ROBIN MARKS			41.00
00555148	VANESSA SULPIZIO			250.00

00555149	RON LEE			62.00
00555150	TERESA NEVINS			34.00
00555151	MELISSA MOORE			950.00
00555152	RLO GOLF CARS INC			10,424.13
80056321	ACTION MATERIALS	1,110.03		
80056322	ADAMS & CLARK INC	700.80		
80056323	ALLIANCE FOR WATER EFFICIENC	1,512.06		
80056324	NORTHWEST INDUSTRIAL SERVICE	514.00		
80056325	ANATEK LABS INC	3,050.00		
80056326	ARAMARK UNIFORM SERVICES	55.00		
80056327	NORTHWEST CENTER SERVICES	599.25		
80056328	AVISTA CORPORATION	42.20		
80056329	AVISTA UTILITIES	200.24		
80056330	BANNER FURNACE & FUEL	260.47		
80056331	BATTERY SYSTEMS INC	415.25		
80056332	BUDINGER & ASSOCIATES INC	2,238.44		
80056333	CDW GOVERNMENT INC	1,897.20		
80056334	CPM DEVELOPMENT CORP DBA	2,865.83		
80056335	CERIUM NETWORKS INC	1,294.14		
80056336	CINTAS CORPORATION NO 3	482.79		
80056337	CITY SERVICE VALCON LLC	67,444.67		
80056338	COLUMBIA FORD INC	73,516.89		
80056339	CONNELL OIL INC	4,535.22		
80056340	CONTRACT DESIGN ASSOCIATES I	3,461.06		
80056341	COPIERS NORTHWEST INC	3,713.94		
80056342	CUMMINS NORTHWEST LLC	3,542.14		
80056343	DCI ENGINEERS	300.00		
80056344	DELL MARKETING LP	1,947.64		
80056345	DESIGNER DECAL INC	268.09		
80056346	DICK IRVIN INC.	3,446.94		
80056347	DW EXCAVATING INC	11,798.03		
80056348	FASTENAL CO	3,663.07		
80056349	GALLS LLC	25,377.29		
80056350	GRAINGER INC	6,726.47		
80056351	GRAYMONT CAPITAL INC.	6,345.22		
80056352	CORE & MAIN LP	3,167.55		
80056353	HALME CONSTRUCTION INC	512,086.68		
80056354	HORIZON DISTRIBUTORS	1,620.90		
80056355	HISTORICAL RESEARCH ASSOCIAT	645.63		
80056356	HITACHI ZOSEN INOVA U.S.A.	6,262.84		
80056357	CRAMBLIT INC	174.08		
80056358	HYDRAULICS PLUS INC	1,512.85		
80056359	INLAND ENVIRONMENTAL RESOURC	6,624.29		
80056360	INLAND POWER & LIGHT CO	96.00		
80056361	KEMIRA WATER SOLUTIONS INC	13,892.50		
80056362	KENWORTH SALES COMPANY	2,998.02		
80056363	L & L CARGILE INC	437,313.80		
80056364	LSB CONSULTING ENGINEERS PLL	2,909.19		
80056365	RED DIAMOND CONSTRUCTION INC	104,647.28		
80056366	WINGFOOT COMMERCIAL TIRE	1,079.30		
80056367	MELORA L SHARTS			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80056368	INLAND NW AGC APPRENTICESHIP			
80056369	ALLIED ENVELOPE	100.51		
80056370	ALS LABORATORY GROUP	1,800.00		
80056371	BATTERY SYSTEMS INC	227.37		
80056372	BRIDGESTONE AMERICAS INC	7,108.44		

80056373	BUCK'S TIRE & AUTOMOTIVE	191.93			
80056374	CDW GOVERNMENT INC	578.58			
80056375	CINTAS CORPORATION NO 3	1,842.50			
80056376	CITY SERVICE VALCON LLC	3,694.85			
80056377	COWLES PUBLISHING COMPANY	674.82			
80056378	DELL MARKETING LP	10,310.61			
80056379	DICK IRVIN INC.	2,187.06			
80056380	EVERGREEN STATE TOWING LLC	152.32			
80056381	FIRE SYSTEMS WEST INC	2,681.92			
80056382	GOODWILL INDUSTRIES OF THE				
80056383	GORDON TRUCK CENTERS INC DBA	1,023.86			
80056384	GRAYBAR ELECTRIC COMPANY INC				118.10
80056385	HORIZON DISTRIBUTORS				850.75
80056386	JOHNSON CONTROLS INC	1,315.61			
80056387	KENWORTH SALES COMPANY	1,499.48			
80056388	KIEWIT INFRASTRUCTURE WEST C	155,437.71			
80056389	LANGUAGE LINE SERVICES	116.48			
80056390	LUTHERAN COMMUNITY SERVICES				
80056391	MOSS & BARNETT	3,063.00			
80056392	MOTION AUTO SUPPLY	395.51			
80056393	NEPTUNE TECHNOLOGY GROUP INC	8,984.62			
80056394	NORCO INC	2,036.46			
80056395	CARRIE L PAETSCH	1,403.96			
80056396	NORTHSTAR CHEMICAL INC	6,312.14			
80056397	NOVUS AUTO GLASS	271.97			
80056398	OXARC INC	408.65			
80056399	PACER SERVICE CENTER	19.10			
80056400	PAPE MACHINERY INC	199,161.90			
80056401	PCE PACIFIC INC	3,875.66			
80056402	POINTE PEST CONTROL	1,463.36			
80056403	PRO MECHANICAL SERVICES INC	327.49			
80056404	RIVER PARK SQUARE LLC	740.00			
80056405	JENNIFER ROSE	230.91			
80056406	THE SALVATION ARMY				
80056407	SCHINDLER ELEVATOR CORP	2,790.72			
80056408	SHAMROCK MANUFACTURING INC	36,732.30			
80056409	SPOKANE NEIGHBORHOOD ACTION				
80056410	SHI CORP	14,832.32			
80056411	SPOKANE COUNTY TREASURER	2,618.30			
80056412	SPOKANE FIRE STATION MUSEUM	1,000.00			
80056413	SPOKANE HOUSE OF HOSE INC	130.12			
80056414	SPOKANE INT'L AIRPORT	102,915.00			
80056415	SPOKANE INT'L TRANSLATION/DI	30.00			
80056416	STANDARD DIGITAL PRINT CO IN	175.26			
80056417	SUMMIT LAW GROUP PLLC	18,507.25			
80056418	PARAMETRIX INC DBA	685.00			
80056419	TITAN TRUCK EQUIPMENT	1,523.09			
80056420	TOBY'S BODY & FENDER INC	18,065.08			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80056421	VERITIV OPERATING COMPANY	2,856.00		
80056422	WA STATE DEPT/TRANSPORTATION	1,649.59		
80056423	WA STATE DEPT OF ECOLOGY	444,833.09		
80056424	NARWHAL MET LLC	1,300.00		
80056425	WESLEY HOWARD MORRIS	332.50		
80056426	WEST CENTRAL COMMUNITY			
80056427	WCP SOLUTIONS	628.86		
80056428	WESTERN EXTERMINATOR COMPANY	369.92		

80056429	DOBBS HEAVY DUTY HOLDINGS LL	3,212.00		
80056430	WESTERN STATES EQUIPMENT CO	7,003.94		
80056431	WESTSIDE MOTORSPORTS	7,557.75		
80056432	JAMES A WILBURN JR	311.81		
80056433	WINSTON & CASHATT PS	34,401.46		
80056434	WITHERSPOON BRAJCICH	2,942.02		
80056435	CHRIS CAFARO	161.23		
80056436	NICHOLAS ANTHONY FEDERICI	2,500.00		
80056437	ERIC FINCH	61.00		
80056438	SAMANTHA JOHNSON	14.93		
80056439	DILLON J RUSSELL	736.28		
80056440	CHRISTINE M SHISLER	92.00		
80056441	MICHAEL A SLOON	897.34		
80056442	TERESA L C STRIPES	60.00		
80056443	ABC LEGAL SERVICES INC	799.50		
80056444	ABC OFFICE EQUIPMENT COMPANY		61.53	
80056445	ABM JANITORIAL SERVICES SOUT	1,722.16		
80056446	ADAMS & CLARK INC	1,961.16		
80056447	AHBL INC	2,375.00		
80056448	ALLIANT INSURANCE SERVICES I	8,550.00		
80056449	ALS GROUP USA, CORP	1,010.00		
80056450	ALSCO DIVISION OF ALSCO INC		34.41	
80056451	ALTERNATIVE SERVICE CONCEPTS	25,961.27		
80056452	ARAMARK UNIFORM SERVICES	177.99		
80056453	AVISTA CORPORATION	5,184.51		
80056454	AVISTA UTILITIES	31,527.73	304.05	
80056455	BAKER & TAYLOR BOOKS		5,762.41	
80056456	BATTERY SYSTEMS INC	294.65		
80056457	BERNARDO-WILLS ARCHITECTS PC	5,005.00		
80056458	CENGAGE LEARNING INC		122.79	
80056459	CINTAS CORPORATION NO 3	954.15		
80056460	CITY SERVICE VALCON LLC	3,069.57		
80056461	COCHRAN INC	326.40		
80056462	COEUR D'ALENE SERVICE STATIO	2,382.11		
80056463	CONSOLIDATED SUPPLY CO	424.46		
80056464	CONSTRUCTIV LLC	755.53		
80056465	CONTROL SOLUTIONS NW INC		2,934.76	
80056466	COPIERS NORTHWEST INC	259.02		
80056467	BRIAN J CORR	1,500.00		
80056468	COWLES PUBLISHING COMPANY	1,090.24		
80056469	CUMMINS NORTHWEST LLC	434.70		
80056470	DANA R DALRYMPLE		5.01	
80056471	CHARLES R DELGADO	763.75		
80056472	DELL MARKETING LP	1,695.76	8,193.69	
80056473	FASTENAL CO	502.47		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80056474	FIKES NORTHWEST INC/DIV OF	54.23		
80056475	FIREPOWER INC	149.60		
80056476	FOUR SEASONS LANDSCAPING INC	1,435.07		
80056477	GALLS LLC	570.13		
80056478	SEAN GLASOW		100.00	
80056479	GORDON TRUCK CENTERS INC DBA	111,433.45		
80056480	GRAYMONT CAPITAL INC.	8,554.29		
80056481	GREENMARK ENTERPRISES LLC	344.61		
80056482	GROUNDWATER SOLUTIONS INC	41,790.16		
80056483	GUNARAMA WHOLESALE INC	5,784.90		
80056484	H D FOWLER COMPANY	863.74		

80056485	HACH COMPANY	2,244.22		
80056486	HISTORICAL RESEARCH ASSOCIAT	3,098.98		
80056487	CRAMBLIT INC	1,354.56		
80056488	HUBER TECHNOLOGY INC	378,515.20		
80056489	INDUSTRIAL BOLT & SUPPLY INC			297.16
80056490	INGRAM LIBRARY SERVICES LLC			526.21
80056491	CPM DEVELOPMENT CORP DBA	22,148.00		
80056492	INLAND ELEVATOR LLC	340.08		
80056493	INLAND ENVIRONMENTAL RESOURC	13,664.73		
80056494	INVICTUS NETWORKS LLC	1,119.67		
80056495	JRM ENTERPRISES INC	3,967.50		
80056496	J-U-B ENGINEERS INC	2,104.30		
80056497	KANOPY INC			892.00
80056498	KONECRANES INC	1,669.10		
80056499	KPFF CONSULTING ENGINEERS	42,698.96		
80056500	LIFEWISE ASSURANCE CO	48,138.09		
80056501	LOOMIS ARMORED US INC	491.90		
80056502	LSB CONSULTING ENGINEERS PLL	1,177.50		
80056503	MARTIN LUTHER KING JR FAMILY			3,695.63
80056504	MICHAEL TERRELL LANDSCAPE	3,785.88		
80056505	MIDWEST TAPE			14,081.93
80056506	MOTION AUTO SUPPLY	755.25		
80056507	MOTION INDUSTRIES INC	707.43		
80056508	NALCO CO	753.23		
80056509	NAPA AUTO PARTS	541.75		
80056510	OCCUPATIONAL MEDICINE	1,568.50		
80056511	OLIN CORPORATION	6,097.61		
80056512	OVERDRIVE INC			1,721.33
80056513	PACWEST MACHINERY LLC	3,460.95		
80056514	NATIONAL EMPLOYERS COUNCIL I	500.00		
80056515	PREMERA BLUE CROSS OR	290,476.27		
80056516	PROVOST PROFESSIONAL	811.88		
80056517	FRANK A RAWLEY			16.35
80056518	RECORDED BOOKS INC			140.26
80056519	JOSEPH J ROISE			63.48
80056520	RUBICON GLOBAL LLC	317,764.54		
80056521	GILLIAN M SAYER			20.17
80056522	SCHINDLER ELEVATOR CORP	353.97		
80056523	SIMPLEXGRINNELL LP	697.41		
80056524	SKILLSOFT CORPORATION	40,323.92		
80056525	SOLID WASTE SYSTEMS INC	8,346.06		
80056526	SPECIALTY ROOFING LLC	1,194.90		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80056527	SPOKANE COUNTY FIRE DIST 10	52,756.37		
80056528	SPOKANE HOUSE OF HOSE INC	1,554.76		
80056529	SPOKANE POWER TOOL & HDWE	2,936.52		
80056530	SPOKANE PRO CARE INC	688.68		
80056531	SSA ACOUSTICS	730.00		
80056532	TALISMAN CONSTRUCTION	157,213.40		
80056533	LARRY TANGEN	1,040.00		
80056534	THYSSENKRUPP ELEVATOR CORP			415.62
80056535	RYAN TUCKER			100.00
80056536	UNIQUE MANAGEMENT SERVICES I			1,011.35
80056537	US BANK OR CITY TREASURER	16,739.77		
80056538	VERIZON WIRELESS	311.56		
80056539	WA STATE CRIMINAL JUSTICE	75.00		
80056540	DOBBS HEAVY DUTY HOLDINGS LL	894.91		

80056541	WSF LLC	446.78			
80056542	LARRY B HUGHES		27.25		
80056543	ANA L KRUGER		73.58		
80056544	REBEKAH MACE		81.25		
80056545	EVA SILVERSTONE		58.63		
80056546	CLARA STROM		212.15		
80056547	CHARLIE WOLFF	1,776.56			
80056548	WESTERN HEARING AID CENTER I	78.20			
80056549	DENISE GEIST	1,166.20			
80056550	ARROW CONCRETE & ASPHALT	12,392.32			
80056551	STEVE CONNER				156.13
80056552	CREEK AT QUALCHAN GOLF COURS				2,608.79
80056553	CUMMINS NORTHWEST LLC	888.13			
80056554	FIKES NORTHWEST INC/DIV OF	142.34			
80056555	GORDON TRUCK CENTERS INC DBA	4,075.42			
80056556	KENWORTH SALES COMPANY	9,518.27			
80056557	MOTION AUTO SUPPLY	1,072.65			
80056558	NAPA AUTO PARTS	138.11			
80056559	NORCO INC	8.09			
80056560	NORLIFT INC	17.58			
80056561	RAPTOR EXCAVATING &	16,516.75			
80056562	SAN DIEGO POLICE EQUIP CO IN	7,933.26			
80056563	SANDBAGGERS CLUB LLC				9.91
80056564	SENSKE PEST CONTROL	418.88			
80056565	SHAMROCK MANUFACTURING INC	11,158.45			
80056566	SPECIAL SERVICES GROUP LLC	849.95			
80056567	SPOKANE COUNTY FIRE DIST 10	52,756.37			
80056568	SPOKANE INT'L AIRPORT	50.00			
80056569	STARPLEX CORP	11,740.41			
80056570	SUNBELT RENTALS INC	2,151.95			
80056571	T & T GOLF MANAGEMENT INC				159.61
80056572	THE FAMILY GUIDE	1,000.00			
80056573	THOMSON WEST	935.68			
80056574	TITAN TRUCK EQUIPMENT	1,617.76			
80056575	UNIVERSAL ATHLETIC SVCS INC	69.63			
80056576	VERIZON WIRELESS	3,941.39			
80056577	WESTERN GLOVE INC	3,530.02			
80056578	DOBBS HEAVY DUTY HOLDINGS LL	1,199.61			
80056579	WESTERN STATES EQUIPMENT CO	10.50			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80056580	JOSEPH A MOLLOY		125.55	
80056581	ELLEN PETERS		43.60	
80056582	ACTION MEDICAL INC	97.32		
80056583	ALLIED ENVELOPE	788.02		
80056584	NORTHWEST INDUSTRIAL SERVICE	60.00		87.04
80056585	ARAMARK UNIFORM SERVICES	184.63		
80056586	ASPEN NURSERY LLC			1,596.10
80056587	A-L COMPRESSED GASES			117.50
80056588	BANNER FURNACE & FUEL	57.88		
80056589	SPOKANE FIRE FIGHTERS BENEFI	18,967.46		
80056590	BRIDGESTONE AMERICAS INC			5,444.63
80056591	BUDINGER & ASSOCIATES INC	347.45		
80056592	CINTAS CORPORATION NO 3	3,708.80		
80056593	COMCAST	366.92		
80056594	CONCESSION SUPPLY/DIV OF			332.52
80056595	STEVE CONNER			3.40
80056596	CONSOLIDATED ELECTRICAL			2,233.88

80056597	CONTRACT DESIGN ASSOCIATES I	941.73			
80056598	COPIERS NORTHWEST INC	226.24			
80056599	COWLES PUBLISHING COMPANY	369.86			
80056600	COWLES PUBLISHING COMPANY	170.40			
80056601	CREEK AT QUALCHAN GOLF COURS				424.04
80056602	DEVRIES INFORMATION MANAGEME	26.88			
80056603	DIGNITARY PROTECTION TEAM FU	120.00			
80056604	EDU MEMBERSHIP FUND	22.50			
80056605	ELJAY OIL CO INC	2,637.68			
80056606	EQUIPMENT WATCH	3,590.40			
80056607	EUROFINS FRONTIER GLOBAL	439.00			
80056608	FASTENAL CO	386.23			
80056609	FEDERAL EXPRESS CORP/DBA FED	40.28			
80056610	FIKES NORTHWEST INC/DIV OF	94.89			
80056611	GARDEN GATE NURSERY LLC				13,069.06
80056612	GLOBAL AEROSPACE INC	398.00			
80056613	GRAYMONT CAPITAL INC.	23,289.30			
80056614	GRIFFIN PUBLISHING INC				9,309.91
80056615	KAISER FOUNDATION HEALTH PLA	158,245.93			
80056616	POLICE GUILD LEGAL DEFENSE	602.00			
80056617	HAIGHT BROTHERS INC	196.28			
80056618	HISTORICAL RESEARCH ASSOCIAT	1,064.71			
80056619	IDAHO FOREST GROUP LLC				15,500.00
80056620	CPM DEVELOPMENT CORP DBA	169,823.63			
80056621	INSIGHT DISTRIBUTING INC				1,795.47
80056622	INT'L ASSN OF FIREFIGHTERS/	60,825.95			
80056623	LT & CAPT ASSOCIATION	1,740.00			
80056624	LTS & CPTS LEGAL DEFENSE FUN	42.00			
80056625	M & P ASSOCIATION	2,675.06			
80056626	MALLORY PAINT STORE INC				1,713.60
80056627	NORCO INC	2,520.72			
80056628	OLIN CORPORATION	6,215.49			
80056629	PACIFIC NW INLANDER/DIV OF	440.00			
80056630	PLANET TURF				1,370.88
80056631	PLANTS OF THE WILD				2,203.20
80056632	SPOKANE POLICE GUILD	20,936.24			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80056633	REHN & ASSOCIATES	14,626.20		
80056634	ROADWISE INC	76,219.94		
80056635	SANDBAGGERS CLUB LLC			71.42
80056636	SIGNS FOR SUCCESS INC			3,024.20
80056637	SIMPLOT PARTNERS			12,935.52
80056638	SPOKANE POLICE BENEFIT ASSOC	907.50		
80056639	SPOKANE POLICE CHAPLAIN	3,432.50		
80056640	SPOKANE POLICE K-9 MEMBERSHI	105.00		
80056641	SPOKANE COUNTY TITLE CO			108.80
80056642	SPOKANE POLICE GUILD FRATERN	604.65		
80056643	SPOKANE POLICE SWAT TEAM	440.00		
80056644	T & T GOLF MANAGEMENT INC			117.01
80056645	SPOKANE POLICE TACTICAL TEAM	280.00		
80056646	UNITED WAY	1,357.00		
80056647	US BANK TRUST NA			
80056648	VERIZON WIRELESS	36,089.85		
80056649	WA ST COUNCIL OF CITY & COUN	27,712.75		
80056650	WASHINGTON DENTAL SERVICE OR	31,968.57		
80056651	WESTERN EQUIPMENT DISTRIBUTO			13,696.51
80056652	DOBBS HEAVY DUTY HOLDINGS LL			594.30

80056653 WILBUR ELLIS COMPANY			15,967.10
80056654 WILDROSE LTD dba			2,031.84
	7,626,812.91	49,936.24	135,928.78
		CITYWIDE TOTAL:	8,994,560.67

MINUTES OF SPOKANE CITY COUNCIL

Monday, November 5, 2018

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call
On roll call, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Attorney Mike Ormsby, City Council's Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review
The City Council received an overview from staff on the November 12, 2018, Advance Agenda items.

Action to Approve November 12, 2018, Advance Agenda
Following staff reports and Council inquiry and discussion regarding the November 12, 2018, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

> **Motion** by Council Member Fagan, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, November 12, 2018; **carried unanimously.**

ADMINISTRATIVE SESSION

Current Agenda Review
The City Council reviewed the November 5, 2018, Current Agenda for any changes.

Third Amendment to Purchase and Sale Agreement with Liquidation Holdings Company, LLC for the Normandie Site (OPR 2018-0357)
Motion by Council Member Mumm, seconded by Council Member Fagan, **to suspend** the (Council) Rules; **carried unanimously.**

Motion by Council Member Beggs, seconded by Council Member Kinnear, **to add** the Third Amendment to Purchase and Sale Agreement with Liquidation Holdings for the Normandie site to today's (November 5, 2018) Consent Agenda; **carried unanimously.**

CONSENT AGENDA

Upon Unanimous Vote (in the affirmative) the City Council unanimously approved Staff Recommendations for the following:

Purchase of pump, including inspection of installation and training from Northwest Motor Service (Longview, WA) for the Water Department Parkwater Well Station #4─$281,538.75 (incl. tax). (OPR 2018-0681 / BID 4497-18)

Purchase Cohesity hardware and software for 36-month support provided from Transource Services Corp. (Phoenix, AZ) for the Innovation and Technology Department─$331,067.06 (incl. tax). (OPR 2018-0682)

Increase the administrative reserve with Halme Construction, Inc., for CSO Basin 25, Phase 1─increase of $100,000 for a total administrative reserve of $267,192.58 or 16% of the contract price. (PRO 2017-0033 / ENG 2017177)

Recommendation to add the following on the Spokane Register of Historic Places:

a. US Rubber Building, 1011 West First Avenue. (OPR 2018-0684)

b. Wilson Elementary, 911 West 25th Avenue. (OPR 2018-0685)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through October 26, 2018, total $9,122,913.75 (Check Nos. 554172-554678; ACH Payment Nos. 55870-56169), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $7,107,165.15. (CPR 2018-0002)

City Council Meeting Minutes: October 22 and November 1, 2018. (CPR 2018-0013)

Third Amendment to Purchase and Sale Agreement with Liquidation Holdings Company, LLC for the Normandie Site. (OPR 2018-0357)

Council Recess/Executive Session

The City Council adjourned at 3:46 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Regular Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Stuckart.

Roll Call
Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Clerk Terri Pfister and City Council's Policy Advisor Brian McClatchey were also present.

PROCLAMATION
November 11, 2018 *Veterans Day*

Council Member Fagan read the proclamation and presented it to Henry Valder, who accepted the proclamation on behalf of the Vets Garage. The United States Air Force provides compelling air space, and cyberspace capabilities to provide precise and reliable global vigilance, reach and power for our Nation while developing airmen, technology, and integrating operations. The United States Army fights to win our Nation's wars by preserving peace and security and providing for the defense of our Nation by providing prompt sustained land dominance across the full range of military operations and spectrum of conflict in support of combatant commanders. The United States Coast Guard has safeguarded our Nation's maritime interests and environments around the world demonstrating quick responsiveness and adaptability in a broad range of emergencies through its multi mission service. The United States Marine Corps has been integral to our Country's military operations since its inception serving a vital role in national security as an amphibious expeditionary air-ground combined task force capable of forcible entry from air, land, and sea. The United States Navy maintains, trains, and equips combat ready naval forces capable of winning wars, deterring aggression and maintaining freedom of the seas through the development of aircraft, weapons, tactics, technique, organization and equipment. Our veterans have taken an oath to protect our Nation and fellow citizens through military service. Veterans Day is a special time in our community to show our appreciation and commitment to those that have sacrificed so that we are the "home of the free." The proclamation encourages the community to join in honoring our veterans. Council President Stuckart recognized Council Policy Advisor Brian McClatchey and Council Member Fagan, who are both veterans.

COUNCIL SALUTATION
Council President Stuckart read a Council Salutation recognizing and saluting Nathan Calene who works in the City Council Office and whose last day is November 9. Nathan has worked in the City Council Office since October of 2013. Nathan has served as the coordinator of the Spokane Food Policy Council. His work as the coordinator of the Food Policy Council led to the creation of the Regional Food System Inventory adopted by the City Council. Nathan's effort to expand food access led to the creation of the City's market garden and urban farming program. His knowledge about food systems and current danger to pollinators lead to the City of Spokane banning the use of neonicotinoids on City property, one of the first laws of its kind in the Nation. Nathan's passion and effort to make quality food accessible, reduce waste and expand local food production has made Spokane residents healthier and more food secure.

City Council Members and staff past and present have enjoyed the opportunity to work with someone with so much love for serving others. We hereby salute Nathan for his service on behalf of the citizens of Spokane and the Spokane City Council and wish him all the best in his future endeavors.

COUNCIL COMMITTEE REPORTS

Public Safety and Community Health Committee Meeting

Council Member Kinnear reported on the Public Safety and Community Health Committee held earlier today (November 5). Minutes of the Public Safety and Community Health Committee are filed with the City Clerk's Office and are available for review following approval by the Public Safety and Community Health Committee.

APPOINTMENTS

Plan Commission (CPR 1981-0295)

Council President Stuckart requested the deferral of the two re-appointments to the Plan Commission.

Spokane Park Board (CPR 1981-0402), Hotel Advisory Commission (CPR 2004-0017), and Bicycle Advisory Board (CPR 1992-0059)

Motion by Council Member Mumm, seconded by Council Member Beggs, **to approve** (and thereby confirm), the following appointments and re-appointments; **carried unanimously:**

Park Board (CPR 1981-0402)

- Appointment of Bob Anderson to a term from November 8, 2018 to February 1, 2022.

Hotel Advisory Commission (CPR 2004-0017)

- Re-appointment of Dean Feldmeier to a three-year term, from December 1, 2018 to November 30, 2021.
- Re-appointment of Meredith Rainville to a three-year term, from December 1, 2018, to November 30, 2021.

Bicycle Advisory Board (CPR 1992-0059)

- Appointment of Grant Shipley to a three-year term, from November 1, 2018, to November 1, 2021.
- Appointment of James Patrick Bulger to a three-year term, from November 1, 2018, to November 1, 2021.
- Appointment of Matthew Hui to a three-year term, from November 1, 2018, to November 1, 2021.

- Appointment of Michael Nover to a three-year term, from November 1, 2018, to November 1, 2021.
- Appointment of Mike Bjordahl to a three-year term, from November 1, 2018, to November 1, 2021.
- Appointment of Robert Folie to a three-year term, from November 1, 2018, to November 1, 2021.

OPEN FORUM

Michael Poulin remarked on voting and whether it is the best way to run a democracy.

Henry Valder remarked that Veterans Day is coming and asked for a moment of silence for the veterans. He also remarked on his homelessness and his HUD voucher.

George McGrath remarked on Council and its recent action to vote to rescind the Border Patrol's ability to board buses and check on passengers on the bus.

Mercy Aguilar requested the Council to reconsider the sit and lie law. She stated the homeless are getting very cold at night and are desperate to find some shelter. She also expressed concern regarding a manifesto that was written called "Biblical Basis for War" written by a politician.

LEGISLATIVE AGENDA

There were no **Special Budget Ordinances.**

There were no **Emergency Ordinances.**

There were no **Resolutions.**

FINAL READING ORDINANCES

Final Reading Ordinance C35685

Subsequent to a brief overview by Council President Stuckart, public testimony, and the opportunity for Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35685** relating to the adjustment of the City of Spokane's Business Registration Fee; amending SMC 08.02.0206.

Final Reading Ordinance C35691

Council Member Mumm provided an overview of Final Reading Ordinance C35691. Public testimony was received and Council commentary held, after which the following action was taken:

Upon 6-1 Roll Call Vote (Council Member Fagan voting "no"), the City Council **passed Final Reading Ordinance C35691** requiring destruction of forfeited and abandoned firearms in the City's possession; enacting a new section 12.05.060 of the Spokane Municipal Code.

Final Reading Ordinance C35692

Subsequent to a brief overview of Ordinance C35692 by Council President Stuckart, public testimony, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35692** relating to the Communications Building Maintenance and Operations Fund; amending section 07.08.133 of the Spokane Municipal Code.

Final Reading Ordinance C35693

Upon consideration of Final Reading Ordinance C35693, Council President Stuckart referenced the updated version of the ordinance (ORD C35693) that he passed out earlier today (at the 3:30 p.m. Briefing Session), and he reviewed the proposed changes. Council discussion was held and the following action was taken:

Motion by Council Member Fagan, seconded by Council Member Mumm, **to accept** the substitute ordinance (thereby replacing the previously filed version); **carried 6-1 (Council Member Beggs voting "no").**

Public testimony was then received on Ordinance C35693, as substituted, and there was an opportunity for additional Council commentary. The following action was taken:

Upon Unanimous Roll Call Vote, the City **Council passed Final Reading Ordinance C35693 (as substituted)** relating to the training requirements for individuals providing police and fire dispatch services;

adopting new section 03.10.070 to chapter 03.10; adopting new chapter 03.12 to the Spokane Municipal Code.

FIRST READING ORDINANCES

The following Ordinances were read for the first time, with further action deferred:

ORD C35694 Relating to the Downtown Parking and Business Improvement Area regarding changing certain assessment rates and modifying the boundary; amending SMC sections 4.31.020, 4.31.040 and 4.31.080.

ORD C35695 Adopting a six-year Citywide Capital Improvement Program for the years 2019-2024 and amending section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

ORD C35696 Providing for procedures for impoundment of abandoned or unauthorized vehicles and making related technical corrections; amending section 16A.61.790 of the Spokane Municipal Code.

ORD C35697 Reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

There were no **Special Considerations.**

HEARINGS

Continuation of Hearing on 2019 Proposed Budget (FIN 2018-0001)

The City Council continued its hearing on the 2019 Proposed Budget. Fire Chief Brian Schaeffer presented an overview of the Fire Department's budget for 2019 and Assistant Police Chief Justin Lundgren provided and overview of the Police Department's budget for 2019. Following the presentations and opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

> **Motion** by Council Member Fagan, seconded by Council Member Kinnear, **to continue** the Budget Hearing to November 12, 2018; **carried unanimously.**

Hearings on Comp Plan Amendments (Final Reading Ordinances C35686 through C35690)

The City Council held hearings on the Comp Plan Amendments (Final Reading Ordinances C35686 through C35690). The City Council received presentations from Planning Department staff and held public testimony and Council commentary on each of the respective ordinances. Each ordinance was considered separately and Council action was taken on each ordinance as noted below.

Final Reading Ordinance C35686 (By a vote of 10 to 0, Plan Commission recommends approval)

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35686** relating to application made by City of Spokane Council Member Kinnear, Planning File #Z18-253COMP and adding to the text of Chapter Two – Implementation of the City's Comprehensive Plan to include a reference to the Joint City Council-Administration Six-year Strategic Plan adopted by Resolution Number (RES 2017-0101), amended or adopted thereafter.

Final Reading Ordinance C35687 (By a vote of 10 to 0, Plan Commission recommends approval)

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35687** relating to application made by Plese & Plese LLC, Planning File #Z17-630COMP and amending the Land Use Plan Map of the City's Comprehensive Plan From "Residential 4-10" to "Office" for approximately 0.25 acres total described as: Lots 5, 33, and 34, of Block 5, Byrne Addition, City of Spokane, Washington; and amending the Zoning Map from "Residential Single Family (RSF)" to "Office (0-35)."

Final Reading Ordinance C35688 (By a vote of 10 to 0, the Plan Commission recommends approval)

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35688** relating to application made by Kain Investments LLC, Planning File #Z17-623COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 15-30" to "Neighborhood Retail" for approximately 4,873 square feet described as: Lots 6-8, Block 1, McIntosh Addition except the north 118.00 ft. of the west 136.00 ft. thereof; and together with the north half of vacated alley adjacent to said Lots 6, 7, and 9 containing approximately 4,873 square feet; and amending the Zoning Map from "Residential Multifamily (RMF)" to "Neighborhood Retail (NR-35)."

Final Reading Ordinance C35689 (By a vote of 9 to 1, the Plan Commission recommends approval)

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35689** relating to application made by U Haul, Planning File #Z17-624COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" to "Commercial" for approximately 10.76 acres total described as: those portions of Block

4 and 5, Garden Springs Addition to Spokane, lying south of Sunset Boulevard; all of Blocks 8 and 9, Garden Springs Addition; those portions of the vacated 5th Avenue between Assembly Street and Rustle Street; those portions of the vacated Bemis Street between Sunset Boulevard and the Interstate; and those portions of Block F of the Abernethy Tract Addition lying north of the ramp of the Interstate; and amending the Zoning Map from "Office (O-70)" to "General Commercial (GC-70)."

Final Reading Ordinance C35690 (By a vote of 9 to 1, the Plan Commission recommends approval)

Motion by Council Member Stratton, seconded by Council Members Fagan and Burke, **to defer** Final Reading Ordinance C35690—relating to application made by Clanton Family LLC, Planning File #Z17-621COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" to "General Commercial" for approximately 0.68 acres total described as: Lots 1-4, Block 93, Second Addition to Railroad Addition to Spokane Falls; and amending the Zoning Map from "Office Retail (OR-150)" to "Community Business (CB-150)" —for two weeks (to November 19, 2018, Agenda); **carried 6-1 (Council Member Mumm voting "no").**

SECOND OPEN FORUM

Reilly Winant remarked on House Bill 1155. She also remarked on the manifesto (as mentioned earlier during the first open forum).

Roxanne Layton stated she is concerned because recently a lot of lies have been spread to make people afraid of Matt Shea and remarked on his article called "A Basis for Biblical War."

John Alder stated there are thousands of immigrants on a caravan to the U.S. and they will have the misfortune to be greeted by our U.S. Army. He questioned what kind of threat immigrants who have been traveling thousands of miles pose to our security, and remarked on Border Patrol.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 8:47 p.m.

Minutes prepared and submitted for publication in the November 14, 2018, issue of the *Official Gazette*.

_____
Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2018.

_____
Ben Stuckart
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, November 8, 2018

A regular study session meeting of the Spokane City Council was scheduled to be held on the above date at 3:34 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart was present and Council Member Kinnear arrived at 3:43 p.m. Council Members Beggs Burke, Fagan, Mumm, and Stratton were absent. A quorum of City Council was not present. Council President Stuckart and Council Member Kinnear received presentations and discussions were held on the following topics:

- 2019 Budget: Library
- Affordable Housing update from Ian Robertson

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 4:06 p.m.

Minutes prepared and submitted for publication in the November 14, 2018, issue of the Official Gazette:

_____
Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2018.

_____
Ben Stuckart
City Council President

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/13/2018
		Clerk's File #	OPR 2018-0753
		Renews #	
Submitting Dept	POLICE	**Cross Ref #**	SW68-18
Contact Name/Phone	ERIC OLSEN 835-4505	**Project #**	
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	0680-INTERLOCAL AGREEMENT WITH SCSO AND ATF		

Agenda Wording

Interlocal Agreement with Spokane County and ATF for the purposes of agreeing to the joint renovation on a mutually shared EDU site on County Property. Expense to be reimbursed by SCSO to the City is $40,000.

Summary (Background)

The Spokane Police Department (SPD), Spokane County Sheriff's Office (SCSO) and Alcohol, Tobacco, Firearms (ATF) would like to enter an agreement in order to memorialize shared uses and costs of property at Parcel No. 14112.9010. The entities have shared costs and uses on this property for several years. The property is in need of renovation and this contract records the cost sharing of the past and the future on this proposed renovation.

Fiscal Impact	Grant related? NO Public Works? YES	**Budget Account**
Revenue	**$** 40,000.00	**#** 5901-79115-94000-56301-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	OLSEN, ERIC	**Study Session**	10/25/18
Division Director	ISAACSON, JENNIFER	**Other**	
Finance	SCHMITT, KEVIN	**Distribution List**	
Legal	ODLE, MARI	eolsen	
For the Mayor	ORMSBY, MICHAEL	Jisaacson@spokanepolice.org	
Additional Approvals		spd finance	
Purchasing		spd purchasing	
		JLundgren@spokanepolice.org	

Briefing Paper
(Finance and Administration Committee)

Division & Department:	Spokane Police Department
Subject:	MOU w/ SCSO & ATF for EDU Range Renovation
Date:	10/25/2018
Contact (email & phone):	Major Eric Olsen, 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PSCHC, Finance & Administration
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Safe & Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Acceptance of Memorandum of Understanding between SPD, SCSO and ATF regarding a cost sharing agreement of needed repairs and improvements at the Explosive Disposal Unit (EDU) site.

Background/History:

The SCSO and SPD jointly have been using the EDU site to store explosives and conduct explosives training related activities for several decades. The SCSO and SPD memorialized their intent to continue jointly using the EDU site by entering into a written Memorandum of Understanding (MOU) in November 1999. The MOU generally addressed each agency's responsibility for designating and paying EDU personnel and maintaining professional certifications, and for payment of costs associated with EDU equipment (60% SPD and 40% SCSO). SPD and SCSO have shared the cost of annual weed spraying by alternating years between them (i.e., SPD odd years, SCSO even years).

It is estimated that ATF began using the site for storage explosives in about the year 2002. No written MOU documents ATF's shared use of the EDU site. Historically, ATF has assumed responsibility for the security alarm system at the site.

Over the years, the security and safe use of the EDU site have been compromised primarily by weather related ground water erosion and movement of soil into the four SPD and SCSO storage facilities. This has resulted in the need for EDU site repair and improvement work to address issues such as site security, chain link gates being difficult to open and close, storage facility doors swinging closed while in use, and overall instability of these four explosives storage facilities.

Executive Summary:

- MOU provides each party with access to the EDU Site
- Established SPD as the MOU administrator responsible for procuring all work necessary for site repairs
- SCSO agrees to pay $40,000 towards the cost
- ATF agrees to assume financial responsibility for future maintenance of the security alarm system, up to $1,000/year
- Bid was issued 10/17/18, with one bid response from DW Excavating, Inc. for $70,000

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers: None

OPR #:_____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is hereby entered into by and between the Spokane County Sheriff's Office (SCSO), the City of Spokane Police Department (SPD) and the United States Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

RECITALS

1. PURPOSE:

The purpose of this MOU between the SCSO, the SPD and ATF, hereinafter referred to as the "parties," is to define the parties' responsibilities both for currently needed repair and improvement work at a jointly used explosive disposal unit site ("EDU site"), and for ongoing shared use of the site. The property on which the EDU site is located is owned by Spokane County and located southeast of the intersection of Craig Road and Washington State Highway 902 (aka West Medical Lake Highway) in Cheney, WA. The property consists of Assessor's Parcel No. 14112.9010 located approximately in the 13100 block of W. State Route 902, legally described as follows: The North 574.5 feet of the Northwest Quarter (NW ¼) of Section 11, Township 24 North, Range 41 E.W.M., in the county of Spokane, State of Washington, Except the East 50 feet thereof, also except the West 1507.00 feet thereof, and also accept Road Right of ways.

2. BACKGROUND:

The EDU site consists of six (6) explosives storage containers commonly referred to as magazines or bunkers. Two of these containers are owned by ATF and sit atop railroad ties on concrete slabs. The other containers are jointly used by SPD and the SCSO. These four containers sit atop railroad ties and are located at the bottom of a hillside. All six of the explosives storage containers are surrounded by chain link fences and earth berms (hereinafter, "facilities") and the EDU site itself is secured with an electrically wired security alarm system.

The SCSO and SPD jointly have been using the EDU site to store explosives and conduct explosives training related activities for several decades. The SCSO and SPD memorialized their intent to continue jointly using the EDU site by entering into a written Memorandum of Understanding (MOU) in November 1999. *See* attached. The MOU generally addressed each agency's responsibility for designating and paying EDU personnel and maintaining professional certifications, and for payment of costs associated with EDU equipment (60% SPD and 40% SCSO). SPD and SCSO have shared the cost of annual weed spraying by alternating years between them (i.e., SPD odd years, SCSO even years).

It is estimated that ATF began using the site for storage explosives in about the year 2002. No written MOU documents ATF's shared use of the EDU site. Historically, ATF has assumed responsibility for the security alarm system at the site.

Over the years, the security and safe use of the EDU site have been compromised primarily by weather related ground water erosion and movement of soil into the four SPD and SCSO storage facilities. This has resulted in the need for EDU site repair and improvement work to address issues such as a faulty alarm system, chain link gates being difficult to open and close, storage facility doors swinging closed while in use, and overall instability of these four explosives storage facilities. The repair and improvement work needed at the EDU site is more specifically outlined in the attached Scope of Work. *See* attached. The parties wish to define their responsibilities concerning the costs for the currently needed repair work, and their ongoing shared use of the EDU site.

3. AUTHORITY:

This MOU is entered into under the authority of, and shall be subject to, the laws and regulations of the United States, the State of Washington, Spokane County and Spokane City.

4. SCOPE:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree:

A. The County of Spokane via SCSO shall provide access to the EDU site to each party's explosives disposal personnel and to contractors selected by any of the parties to conduct inspection, maintenance and/or repair work at the EDU site.

B. SPD will be the MOU Administrator responsible for procuring all work for necessary site repair as outlined in the attached Scope of Work.

C. SCSO will pay $40,000 to SPD toward the cost of the currently needed EDU site repair and improvement work.

D. The SPD will pay the balance of the costs for the currently needed EDU site repair and improvement work not otherwise paid for by the SCSO and not to exceed $60,000.

E. After the currently needed security system repair work is completed, ATF will continue to assume financial responsibility for future maintenance of the EDU site security alarm system up to, but not exceeding, $1,000.00 per calendar year.

F. SCSO and SPD will continue to share other costs associated with continued operation of the EDU site as referenced in the November 1999 MOU (60% SPD and 40% SCSO). SPD and SCSO will continue to share the costs of weed spraying as referenced in the Background section of this MOU at Section 1. Should either of the agency heads desire, negotiations as to a different funding split for any single purchase may be held between

the Spokane County Sheriff and the City of Spokane Police Chief or their respectively appointed designees.

5. LIABILITY:

Each of the parties shall be liable for the negligent or wrongful acts or omissions of its respective agents and employees while acting within the scope of their employment.

The parties acknowledge that Title 31, United States Code, Section 1341 and title 41, United State Code, Section 11 prohibit federal agencies from entering any agreement that requires a federal agency to indemnify and/or hold harmless another party where the amount of the government's liability is indefinite, indeterminate, or potentially unlimited. ATF is a component of the United States Department Justice, and, as such, it is a self-insured entity supported by the United States government.

Under the Federal Tort Claims Act, Title 28, United States Code, Section 1346 et seq., the United States Government accepts liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the federal government while acting within the scope of his or her office or employment.

The parties agree that should a claim arise under the terms and conditions of the Federal Tort Claims Act (FTCA), Title 28, United States Code, Sections 1346(b) and 2671 et seq., for the negligent or wrongful act and omission by its employees during the performance of assigned duties, ATF shall be responsible for the investigation and disposition of said claim. The parties agree to notify each other of any administrative claim arising out of an activity conducted pursuant to this agreement. Nothing in this paragraph prevents any party from conducting an independent administrative review of the incident giving rise to the claim; however, final disposition of the claim will be handled as provided herein. The parties agree to cooperate fully with one another in the event of an official investigation arising from alleged negligence or misconduct arising from acts related to the use of the EDU site.

6. SETTLEMENT OF DISPUTES:

The parties will attempt to resolve any disagreements arising under or related to this Agreement by consultation between the parties. To the extent there is no conflict with federal law, the parties further agree the venue for litigating disputes will be the Spokane County Superior Court.

7. AGREEMENT DURATION, TERMINATION AND AMENDMENT:

A. This MOU shall be effective upon the signature of all parties.

B. A party to this MOU may terminate its participation by providing sixty (60) days written notice of termination to the other parties. In the event of such termination, the following rules will apply:

1. The terminating party will continue participation, financial or

otherwise, up to the effective date of termination.

2. The terminating party will be responsible for safely removing their share of stored explosives from the EDU site.

C. This MOU may be amended by the mutual written consent of the parties' authorized representatives.

8. FORCE AND EFFECT:

This agreement is the complete and exclusive statement of agreement between the parties concerning use of the EDU site. This agreement supersedes all other understandings, oral or otherwise, regarding the subject matter of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first set forth above.

UNITED STATES ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AGENCY

By: DAREK G. PLEASANTS
SPECIAL AGENT-IN-CHARGE, SEATTLE FIELD DIVISION

Dated this _____ day of _____, 2018.

CITY OF SPOKANE POLICE DEPARTMENT

By: CRAIG MEIDL
CITY OF SPOKANE POLICE CHIEF

Dated this 30th day of October, 2018.

SPOKANE COUNTY SHERIFF'S OFFICE

By: OZZIE D. KNEZOVICH,
SPOKANE COUNTY SHERIFF

Dated this 31st day of October, 2018.

ATTEST:

Spokane City Clerk

APPROVED AS TO FORM:

Margaret K. Harrington, Assistant Spokane City Attorney

OPR #:_____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is hereby entered into by and between the Spokane County Sheriff's Office (SCSO), the City of Spokane Police Department (SPD) and the United States Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

RECITALS

1. PURPOSE:

The purpose of this MOU between the SCSO, the SPD and ATF, hereinafter referred to as the "parties," is to define the parties' responsibilities both for currently needed repair and improvement work at a jointly used explosive disposal unit site ("EDU site"), and for ongoing shared use of the site. The property on which the EDU site is located is owned by Spokane County and located southeast of the intersection of Craig Road and Washington State Highway 902 (aka West Medical Lake Highway) in Cheney, WA. The property consists of Assessor's Parcel No. 14112.9010 located approximately in the 13100 block of W. State Route 902, legally described as follows: The North 574.5 feet of the Northwest Quarter (NW ¼) of Section 11, Township 24 North, Range 41 E.W.M., in the county of Spokane, State of Washington, Except the East 50 feet thereof, also except the West 1507.00 feet thereof, and also accept Road Right of ways.

2. BACKGROUND:

The EDU site consists of six (6) explosives storage containers commonly referred to as magazines or bunkers. Two of these containers are owned by ATF and sit atop railroad ties on concrete slabs. The other containers are jointly used by SPD and the SCSO. These four containers sit atop railroad ties and are located at the bottom of a hillside. All six of the explosives storage containers are surrounded by chain link fences and earth berms (hereinafter, "facilities") and the EDU site itself is secured with an electrically wired security alarm system.

The SCSO and SPD jointly have been using the EDU site to store explosives and conduct explosives training related activities for several decades. The SCSO and SPD memorialized their intent to continue jointly using the EDU site by entering into a written Memorandum of Understanding (MOU) in November 1999. *See* attached. The MOU generally addressed each agency's responsibility for designating and paying EDU personnel and maintaining professional certifications, and for payment of costs associated with EDU equipment (60% SPD and 40% SCSO). SPD and SCSO have shared the cost of annual weed spraying by alternating years between them (i.e., SPD odd years, SCSO even years).

It is estimated that ATF began using the site for storage explosives in about the year 2002. No written MOU documents ATF's shared use of the EDU site. Historically, ATF has assumed responsibility for the security alarm system at the site.

Over the years, the security and safe use of the EDU site have been compromised primarily by weather related ground water erosion and movement of soil into the four SPD and SCSO storage facilities. This has resulted in the need for EDU site repair and improvement work to address issues such as a faulty alarm system, chain link gates being difficult to open and close, storage facility doors swinging closed while in use, and overall instability of these four explosives storage facilities. The repair and improvement work needed at the EDU site is more specifically outlined in the attached Scope of Work. *See* attached. The parties wish to define their responsibilities concerning the costs for the currently needed repair work, and their ongoing shared use of the EDU site.

3. AUTHORITY:

This MOU is entered into under the authority of, and shall be subject to, the laws and regulations of the United States, the State of Washington, Spokane County and Spokane City.

4. SCOPE:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree:

A. The County of Spokane via SCSO shall provide access to the EDU site to each party's explosives disposal personnel and to contractors selected by any of the parties to conduct inspection, maintenance and/or repair work at the EDU site.

B. SPD will be the MOU Administrator responsible for procuring all work for necessary site repair as outlined in the attached Scope of Work.

C. SCSO will pay $40,000 to SPD toward the cost of the currently needed EDU site repair and improvement work.

D. The SPD will pay the balance of the costs for the currently needed EDU site repair and improvement work not otherwise paid for by the SCSO and not to exceed $60,000.

E. After the currently needed security system repair work is completed, ATF will continue to assume financial responsibility for future maintenance of the EDU site security alarm system up to, but not exceeding, $1,000.00 per calendar year.

F. SCSO and SPD will continue to share other costs associated with continued operation of the EDU site as referenced in the November 1999 MOU (60% SPD and 40% SCSO). SPD and SCSO will continue to share the costs of weed spraying as referenced in the Background section of this MOU at Section 1. Should either of the agency heads desire, negotiations as to a different funding split for any single purchase may be held between

the Spokane County Sheriff and the City of Spokane Police Chief or their respectively appointed designees.

5. LIABILITY:

Each of the parties shall be liable for the negligent or wrongful acts or omissions of its respective agents and employees while acting within the scope of their employment.

The parties acknowledge that Title 31, United States Code, Section 1341 and title 41, United State Code, Section 11 prohibit federal agencies from entering any agreement that requires a federal agency to indemnify and/or hold harmless another party where the amount of the government's liability is indefinite, indeterminate, or potentially unlimited. ATF is a component of the United States Department Justice, and, as such, it is a self-insured entity supported by the United States government.

Under the Federal Tort Claims Act, Title 28, United States Code, Section 1346 et seq., the United States Government accepts liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the federal government while acting within the scope of his or her office or employment.

The parties agree that should a claim arise under the terms and conditions of the Federal Tort Claims Act (FTCA), Title 28, United States Code, Sections 1346(b) and 2671 et seq., for the negligent or wrongful act and omission by its employees during the performance of assigned duties, ATF shall be responsible for the investigation and disposition of said claim. The parties agree to notify each other of any administrative claim arising out of an activity conducted pursuant to this agreement. Nothing in this paragraph prevents any party from conducting an independent administrative review of the incident giving rise to the claim; however, final disposition of the claim will be handled as provided herein. The parties agree to cooperate fully with one another in the event of an official investigation arising from alleged negligence or misconduct arising from acts related to the use of the EDU site.

6. SETTLEMENT OF DISPUTES:

The parties will attempt to resolve any disagreements arising under or related to this Agreement by consultation between the parties. To the extent there is no conflict with federal law, the parties further agree the venue for litigating disputes will be the Spokane County Superior Court.

7. AGREEMENT DURATION, TERMINATION AND AMENDMENT:

A. This MOU shall be effective upon the signature of all parties.

B. A party to this MOU may terminate its participation by providing sixty (60) days written notice of termination to the other parties. In the event of such termination, the following rules will apply:

1. The terminating party will continue participation, financial or

otherwise, up to the effective date of termination.

2. The terminating party will be responsible for safely removing their share of stored explosives from the EDU site.

C. This MOU may be amended by the mutual written consent of the parties' authorized representatives.

8. FORCE AND EFFECT:

This agreement is the complete and exclusive statement of agreement between the parties concerning use of the EDU site. This agreement supersedes all other understandings, oral or otherwise, regarding the subject matter of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first set forth above.

UNITED STATES ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AGENCY

By: DAREK G. PLEASANTS
SPECIAL AGENT-IN-CHARGE, SEATTLE FIELD DIVISION

Dated this 2nd day of November, 2018.

CITY OF SPOKANE POLICE DEPARTMENT

By: CRAIG MEIDL,
CITY OF SPOKANE POLICE CHIEF

Dated this _____ day of _____, 2018.

SPOKANE COUNTY SHERIFF'S OFFICE

By: OZZIE D. KNEZOVICH,
SPOKANE COUNTY SHERIFF

Dated this _____ day of _____, 2018.

ATTEST:

Spokane City Clerk

APPROVED AS TO FORM:

Margaret K. Harrington, Assistant Spokane City Attorney

MEMORANDUM OF UNDERSTANDING

SPOKANE CITY/COUNTY EXPLOSIVES DISPOSAL UNIT (EDU)

It is the intent of the Sheriff of Spokane County and the Chief of the Spokane Police Department to jointly engage in operation of a single unit for the purpose of addressing explosive incidents and education relating to explosives in Spokane and Spokane County.

PERSONNEL: Each agency will designate one command officer (lieutenant or above) to perform administrative and overall command of the unit. Each agency will further designate one supervisor (sergeant) who will exercise authority during incidents and coordinate individual unit assignments. Each agency will further designate such number of bomb technicians as is suitable for efficient unit operations. The number of technicians from each agency will be at the sole discretion of the employing agency.

All salaries, compensation, wages, and benefits as well as liability and other applicable insurance coverage shall be the responsibility of the employing agency of each unit member.

EQUIPMENT: Each agency will be responsible for equipment issued specifically to a unit member employed by that agency. Individual equipment provided shall at all times meet the minimum equipment requirements for bomb technicians as identified by the FBI Bomb Data Center Bomb Commanders standards committee.

Unit equipment necessary for the efficient and effective duties of the EDU will be shared in cost of purchase by the City of Spokane providing 60% of the purchase and County of Spokane providing 40% of the purchase.

EDUCATION/MEMBERSHIPS/CERTIFICATION: The employing agency will be responsible for the cost of each bomb technicians professional certifications, memberships and educational expenses.

OTHER COSTS: Per existing interagency agreement, all other costs associated with the EDU will be shared on the 60%/40% cost formula described under EQUIPMENT (above). Should either of the agency heads desire, negotiations as to a different funding split as to any single purchase may be held between the Sheriff of Spokane County and the Chief of the Spokane Police Department or their designee.

Either party may terminate participation under this MOU after first giving 90 days written notice the partner agency of the desire to terminate participation in this agreement.

Sheriff of Spokane County — date 11/22/99

Chief of Police — date 11/24/99

APPROVED AS TO FORM:

Spokane County Legal Department
Deputy Prosecuting Attorney — date 11/16/99

City of Spokane Legal Department
Assistant City Attorney
City of Spokane — date 11-9-99

ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project

Need for Project:

For almost 20 years, the Spokane County Sheriff's Office (SCSO) and the Spokane Police Department (SPD) jointly have operated an explosives disposal unit (EDU) pursuant to a November 1999 Memorandum of Understanding (MOU). During this time frame, EDU joint operations have taken place on property located southeast of the intersection of Craig Road and WA. St. Hwy 902 (aka W. Medical Lake Hwy) in Cheney, WA. Spokane County has owned the property since May 1968. From approximately 2002, US Alcohol, Tobacco and Firearms Agency (ATF) has also utilized the County's property for explosives disposal and storage.

The security and use of the EDU explosive magazines located at W 13207 SR 902 are being compromised by ground water erosion and the movement of soil in to the magazine bunkers. This has resulted in issues with the alarm system, gates being difficult to open, magazine doors swinging closed while in use, and magazine platforms being overrun with soil.

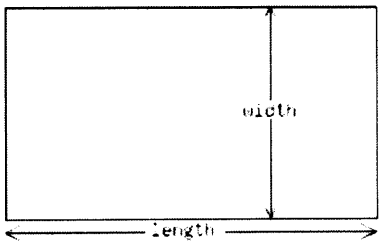
Solution:

EDU would like the area directly across from the current magazine locations to be built-up and prepared to support the weight and placement of concrete pads and the magazines. This general area should also be graded and prepared in such a manner as to allow for proper drainage in order to prevent future erosion problems.

Scope of the Project:

1. All stages of the project to be coordinated with SPD EDU personnel.
2. Bring in dirt to level and prepare the new site.
3. Compact the soil to minimize ground settling and erosion issues.
4. Grade the surrounding area and access road to allow for proper drainage of rainwater and prevent the accumulation of standing water.
5. Construct four earth berms.
    a. Same height and depth to match existing berms that are around the ATF magazines located on the site – minimum height to equal the height of each magazine for concealment from the highway.
    b. Berms packed and prepared to prevent erosion issues.
    c. Berms are to surround the four slabs listed below and in-line with existing ATF magazines.
6. Construct four rebar reinforced concrete slabs.
    a. Minimum of 318 feet from the highway.
    b. Minimum of 39 feet between each slab.

c. Slab area prepared with 4 inches of 5/8 minus gravel and compacted.
d. 1/2-inch steel rebar spaced 8 inches apart in a grid pattern and set on supports at a depth to be in the approximate middle of the concrete pour.
e. Steel fence posts (for chain link fencing) set in to the corners of the concrete slabs.
f. Minimum 6-inch depth of 4000 PSI concrete.
g. Concrete slab dimensions (east to west).
    i. 25 feet long by 14 feet wide (alarm conduit in back right corner).
    ii. 10 feet long by 10 feet wide.
    iii. 6 feet long by 10 feet wide
    iv. 8 feet long by 10 feet wide.



h. Concrete allowed to cure for two weeks prior to magazine placement (Pad one to cure for four weeks prior to placement if larger magazine is installed – contact EDU prior to placement).

7. Install conduit for alarm wiring and other needs.
    a. Meet with SPD EDU personnel prior to installation of conduit.
    b. Trench from the east side of the Conex storage container to a junction box location determined by SPD EDU personnel. Junction box to be of a grade that is suitable for alarm wiring.
    c. Install 2 inch conduit suitable for alarm wiring in the trench and cover.
    d. Trench and install 3/4 inch conduit suitable for alarm wiring from the junction box to each new magazine slab. The conduit shall run under each concrete slab and extend 6 inches above the slab surface in the approximate center of the concrete slab (final location to be determined by SPD EDU personnel).
    e. Trench and install 3/4 inch conduit suitable for alarm wiring from the junction box to points near the two current ATF magazines, and at a point where it will connect with the current alarm conduit used for those ATF magazines.
    f. Install 1 inch conduit in the back right corner of each new slab for future power hookup/wiring – conduit to extend 6 inches above each slab surface and run underground to the outer perimeter of the slab.
    g. Install 1 inch conduit in the back left corner of each new slab for later insertion of a metal grounding rod – conduit to extend 6 inches above

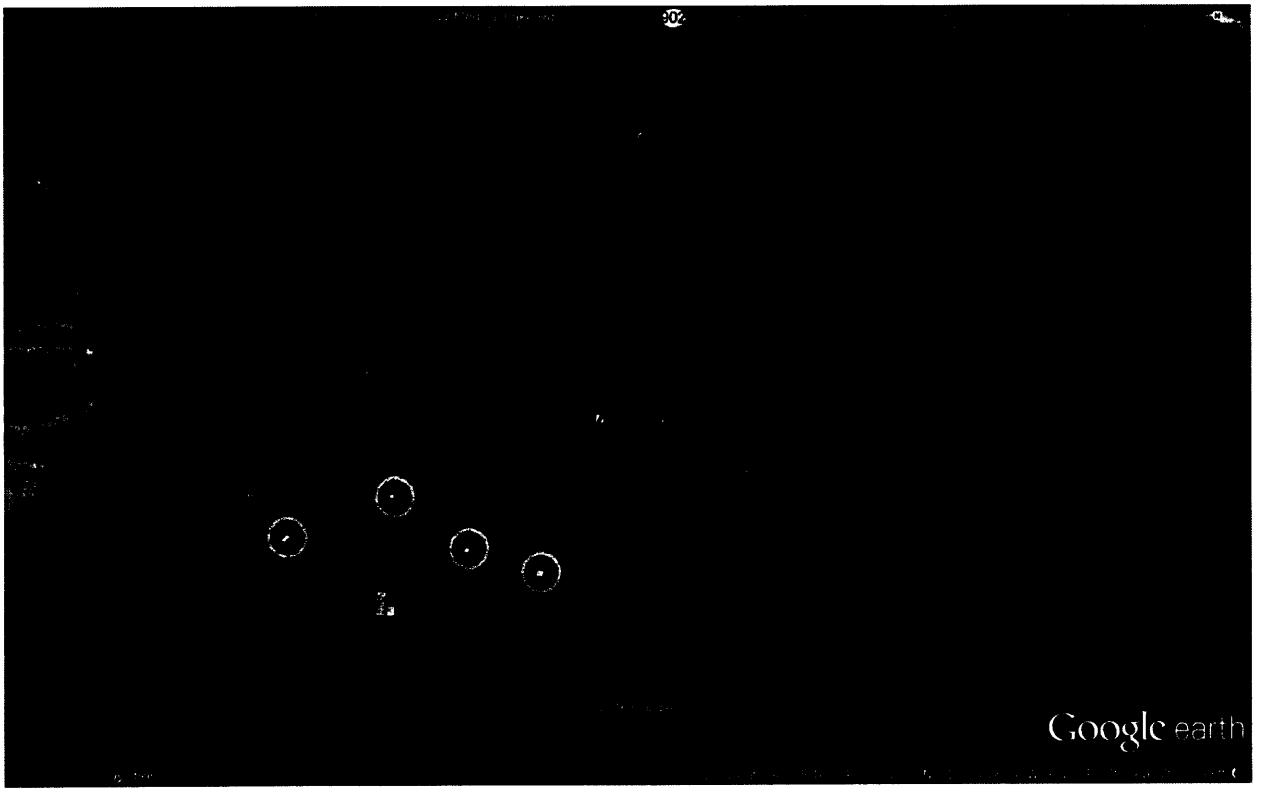
each slab surface.

h. All alarm wiring and related alarm items to be coordinated with Spokane Police EDU personnel and ATF personnel.

8. Move existing magazines from their current location to the new slabs in the presence of an identified member of the Spokane Police EDU at the site.
    a. Magazines to be placed on top of one or two levels of railroad ties (or similar 8" x 8" wood product) – magazines to be placed with coordination from EDU personnel present.
9. Construct chain link fencing and gates around each magazine.
    a. Minimum of 6 feet fence fabric height above top level of each slab.
    b. One foot of three-strands of barbed wire placed around top of fencing of each slab.
10. Gravel area around the front area of the gate for each slab.
11. Removal and disposal of old railroad ties that were under the magazines at their previous locations as well as old fencing and any materials no longer used.
12. Flatten and grade vacated magazine bunkers.

ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project



= Current EDU Magazines that will be relocated

X = Current EDU Magazines that will stay

X = New location of magazines

—— = Current Berms

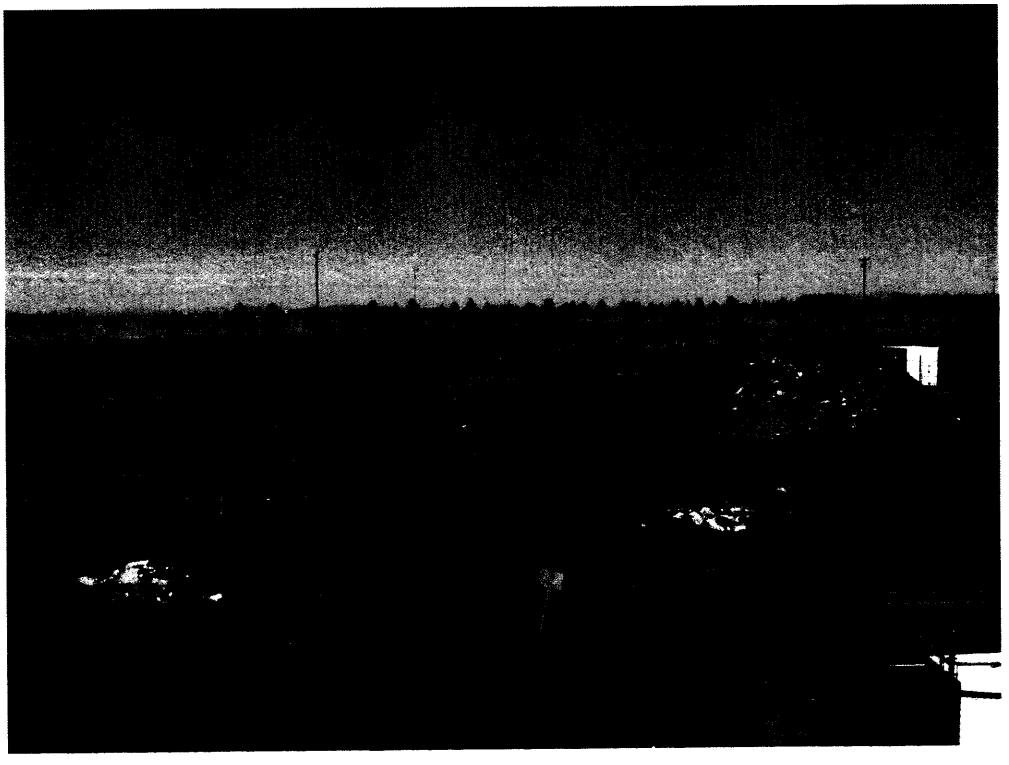
—— = Future Berms

ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project

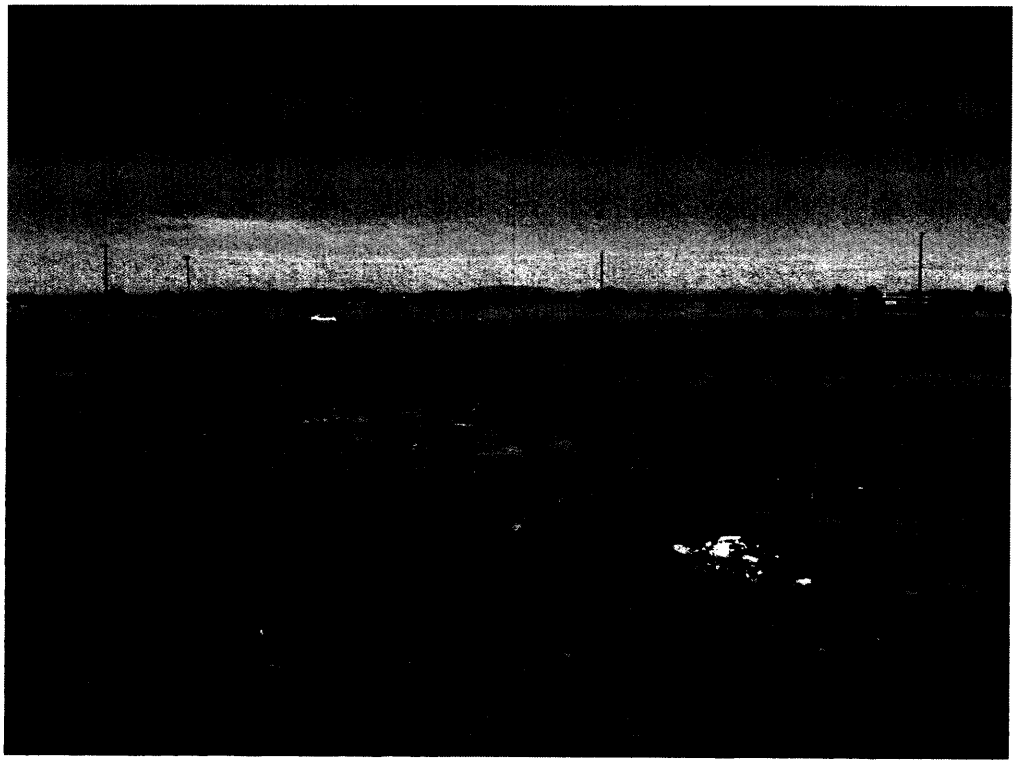
Below are some site pictures:

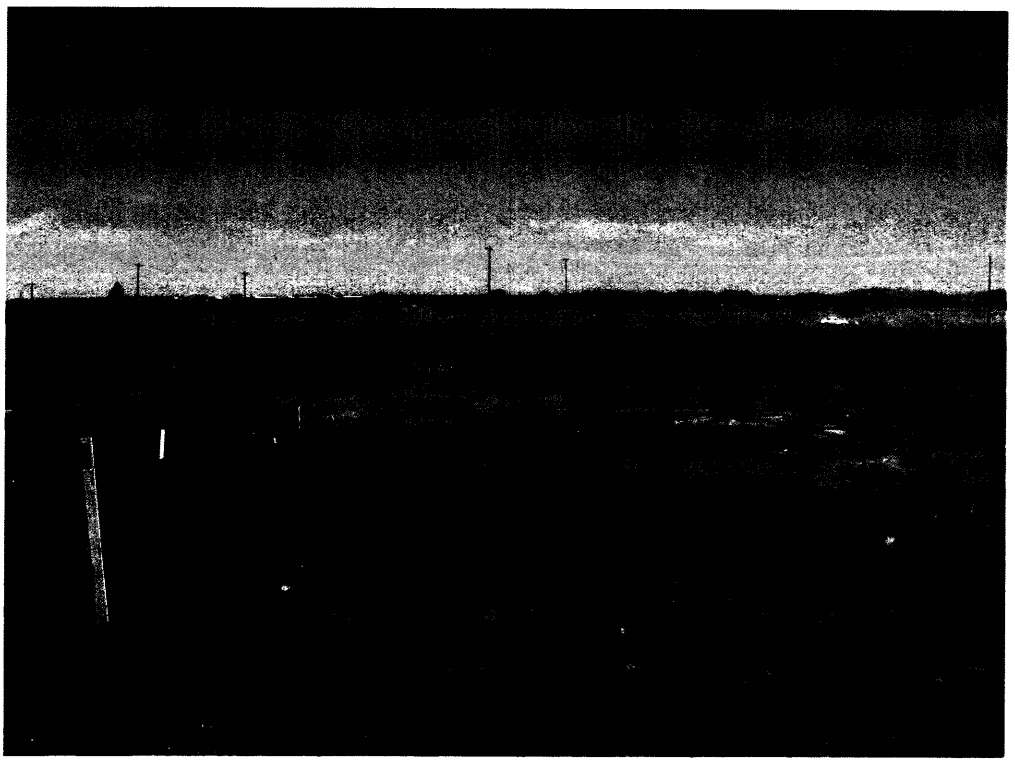




ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project





ATTACHMENT A
SCOPE OF WORK

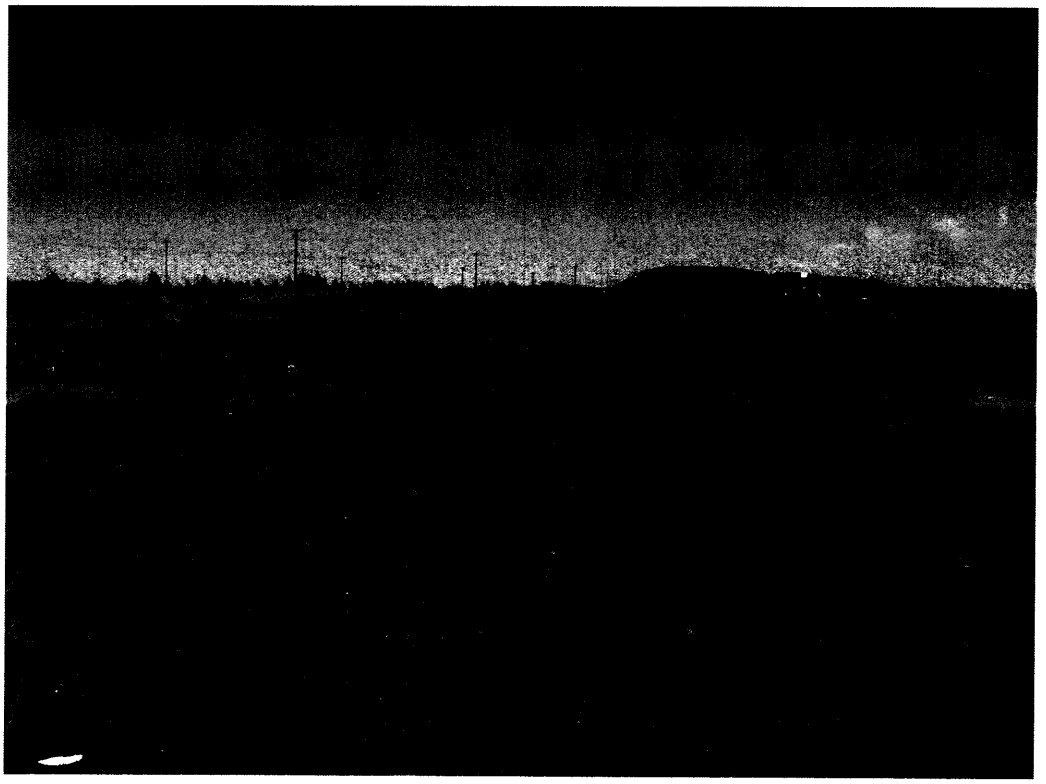
EDU Range Renovation Project

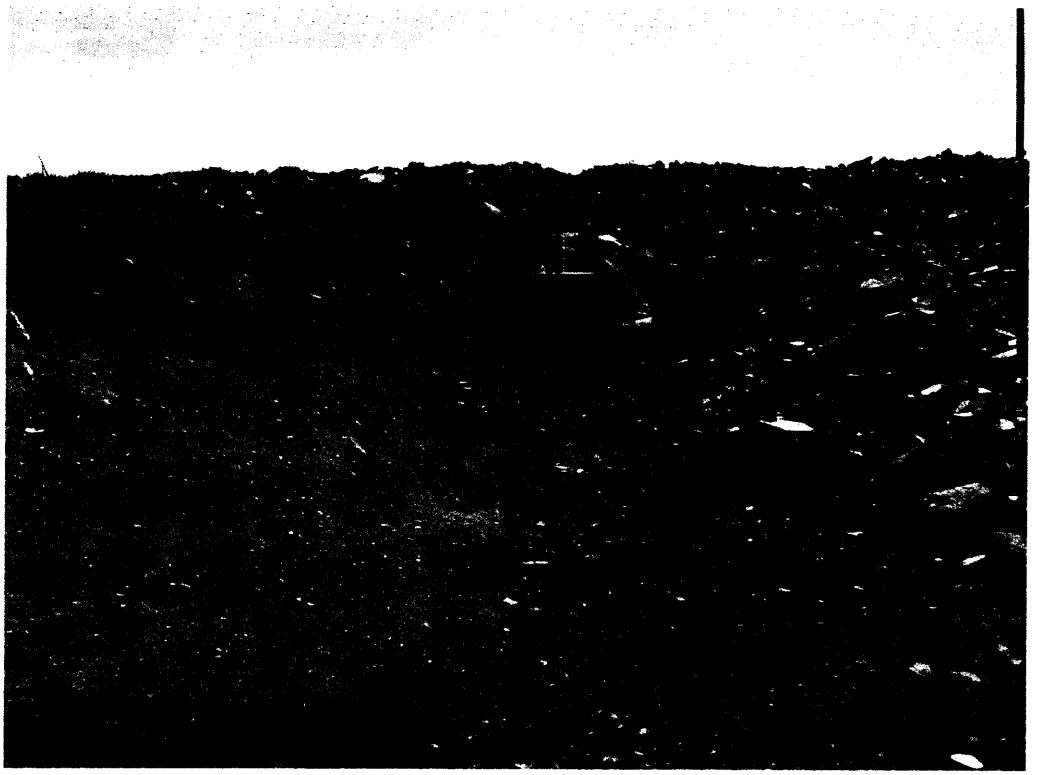




ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project

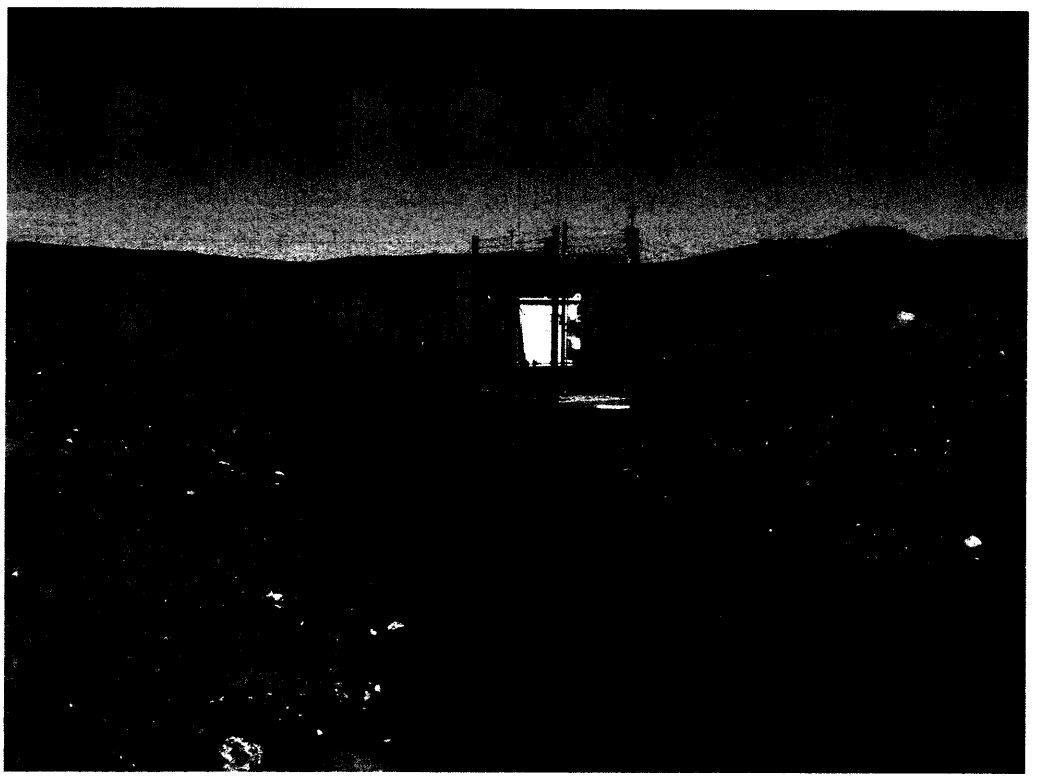




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SCOPE OF WORK

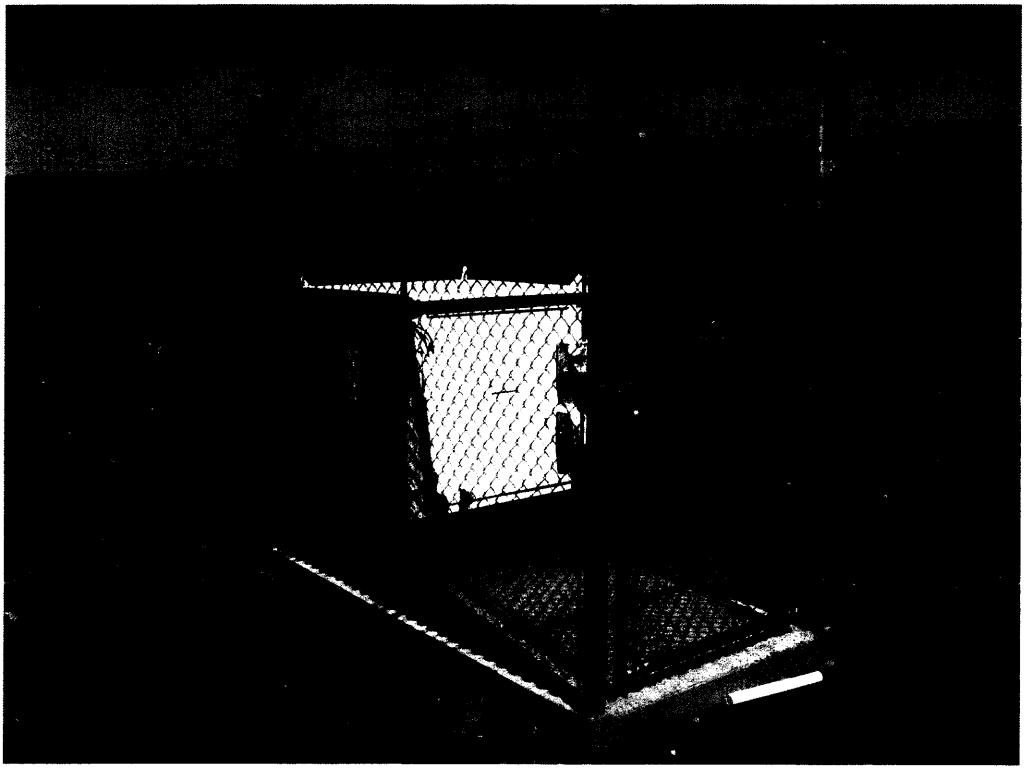
EDU Range Renovation Project

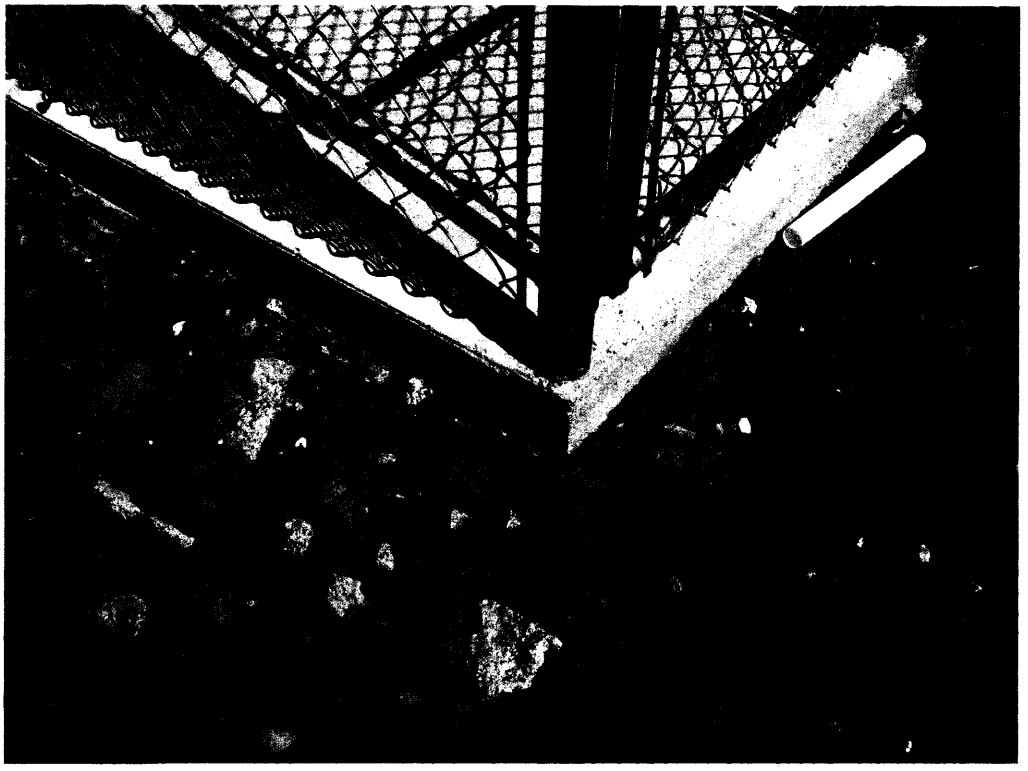




ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project

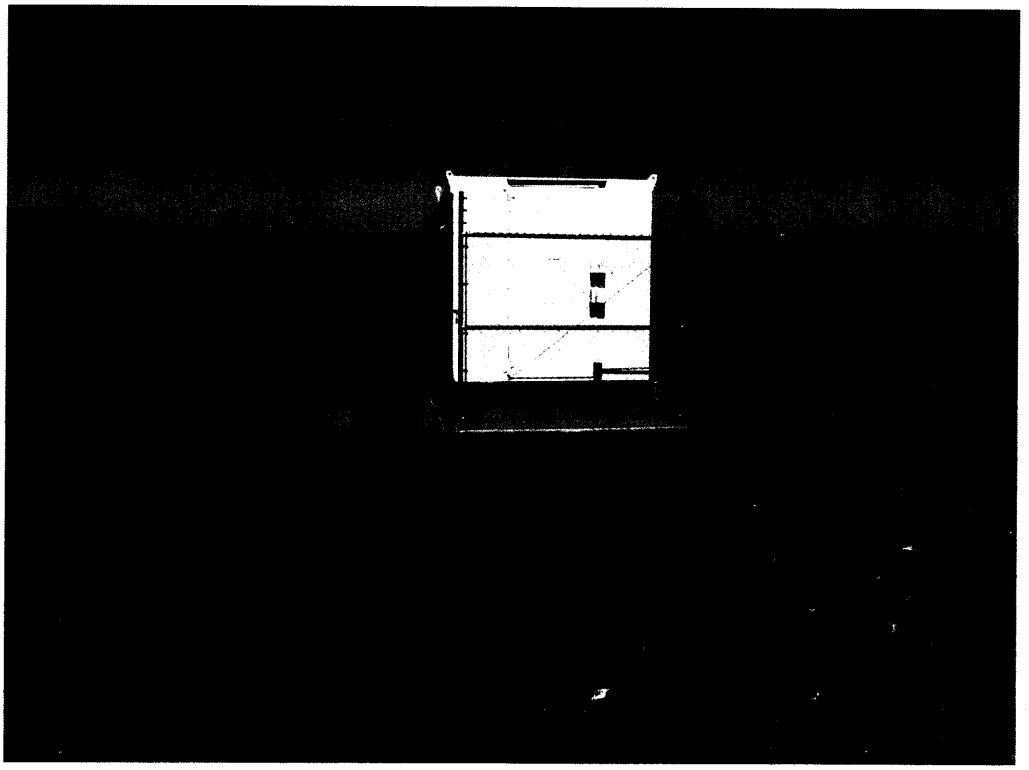




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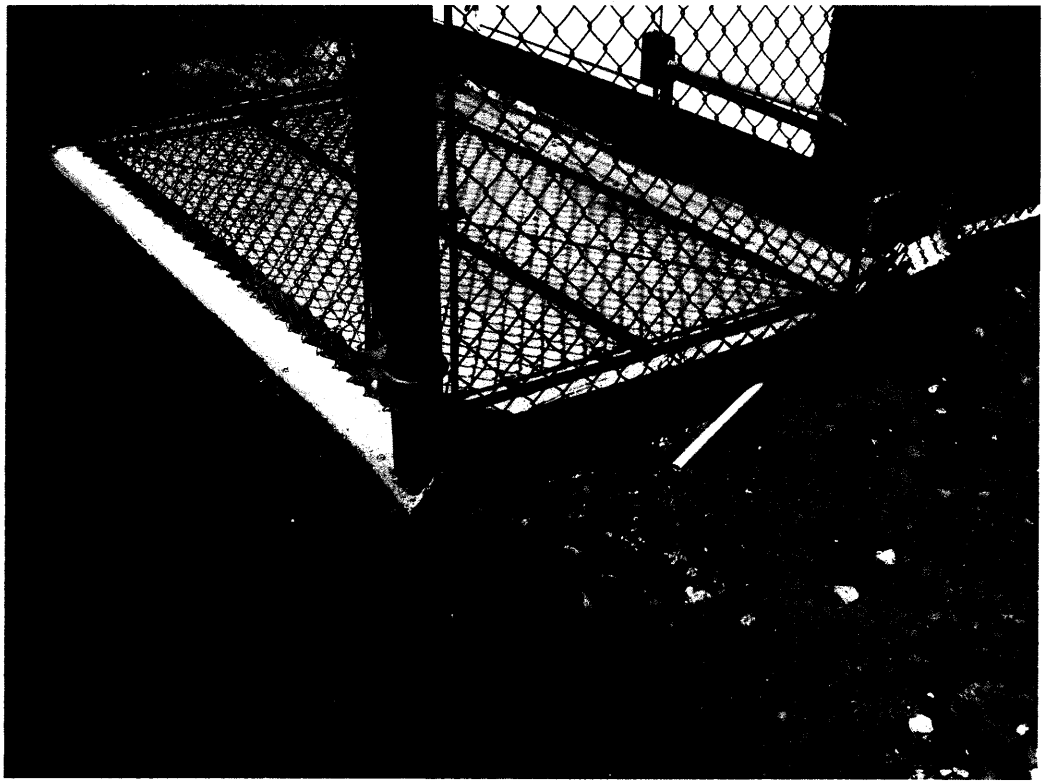
EDU Range Renovation Project





ATTACHMENT A
SCOPE OF WORK

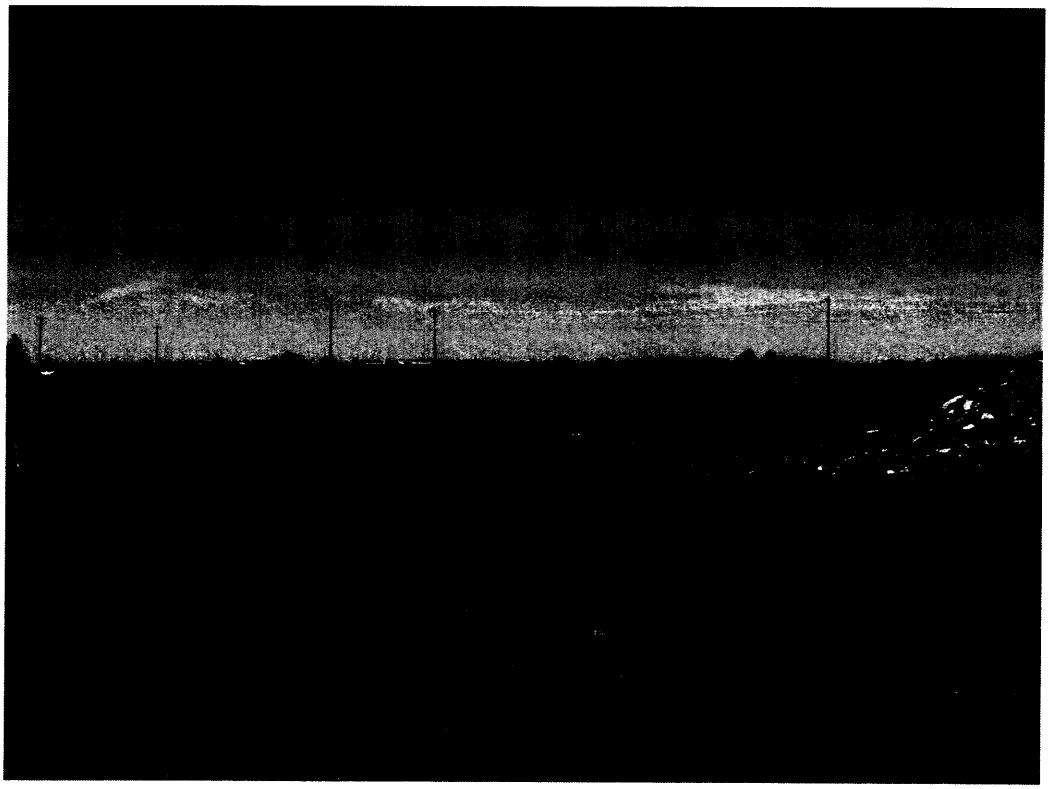
EDU Range Renovation Project

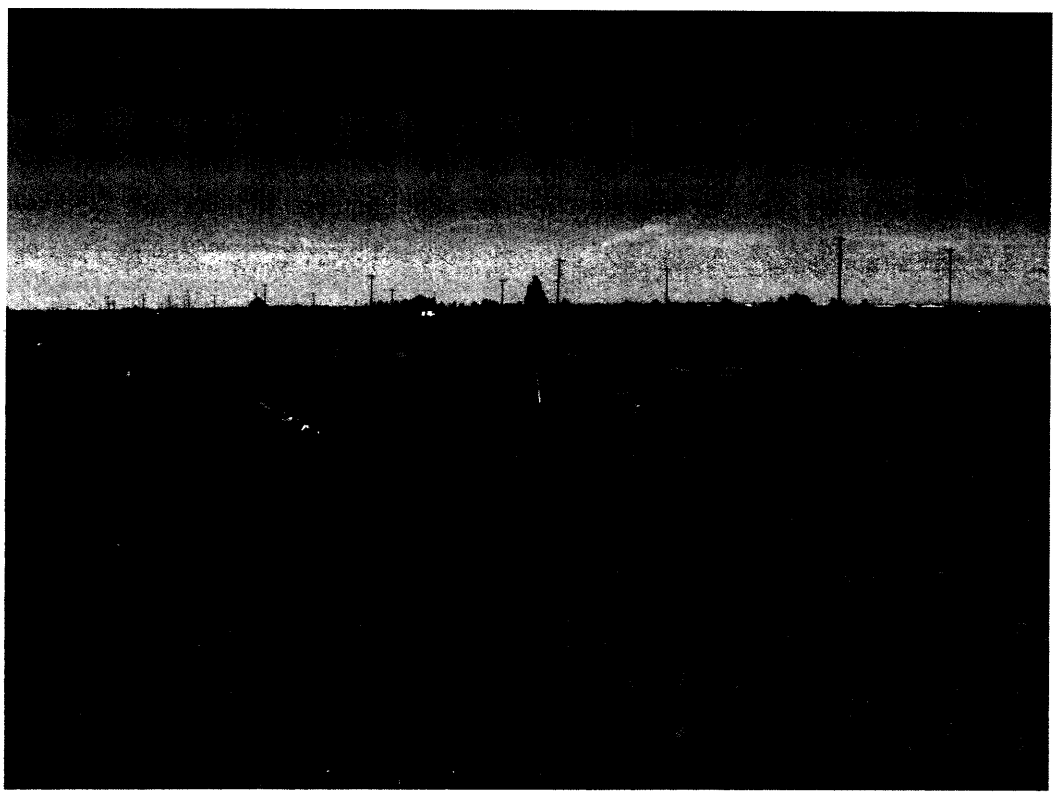




ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project





SPOKANE COUNTY

TAG NUMBER _____

PROPERTY DISPOSITION REQUEST PDR101

(To be completed by Department requesting disposition. Routing instructions at bottom. Not to be submitted electronically.)

SPOKANE COUNTY

SECTION A PROPERTY INFORMATION (For property having numerous components, attach an itemized summary sheet using Form PDR102.)

The following property is (check type): ☒ REPORTABLE PROPERTY; ☐ NON-REPORTABLE PROPERTY. [Itemization attached? ☐ YES; ☐ NO]

Property Description: 11 24 41 PT OF NW 1/4 Quantity: 1

Fixed/Attractive Asset No.: 14112.9010 Fixed/Attractive Asset Type: Land

Model No.: Serial No.: Equipment No.:

Acquired With Restricted Funding?: ☐ Yes; ☒ No; (Specify Type): ☐ Federal Surplus; ☐ Grant; ☐ Other:

Identify Grant Type: Original Cost Paid: $21 167

Current Info: Fund: 501 Account: Dept ID: 4380000 Sub Class:

Describe Condition Of Property: Good/Land

SECTION B JUSTIFICATION

I. _____ NAME (person & firm rendering opinion of value): Phone No.:____

Check Appropriate Box & Attach Appraisal Or Estimate: ☐ Appraiser/Consultant ☐ Manufacturer ☐ Dealer ☐ Blue Book / N.A.D.A.

☒ Resident County Expert ☐ Other (Specify):

II. AUTHORITATIVE REASONS FOR DISPOSITION (Initial next to all that apply and attach copies of supporting documentation -- required):

_____ Property has no commercial value – monetary or utility (attach copy of estimates or opinions)

_____ Cost of continued ownership exceeds net of disposition costs & proceeds (attach copy of cost comparisons & estimates)

_____ Property is obsolete, irreparable, or incompatible with existing property (circle one & attach written explanation)

_____ Property; ☐ is; ☐ is not; suitable for transfer & use by other departments within the County (attach statement to explain why)

_____ Law, regulation, or directive mandates the disposition of said property (attach copy of said law, regulation or directive)

_____ Written instructions of a duly authorized official (attach copy of said instructions)

SECTION C METHOD OF DISPOSITION

If this disposition is in connection with another county project, please indicate the associated Project No.:

I. ☒ TRANSFER TO (specify by checking one): ☒ ANOTHER SPOKANE COUNTY AGENCY; ☐ INTERGOVERNMENTAL DISPOSITION (Donation) Name the outside agency receiving the property and attach a letter of understanding between the agencies:

II. ☐ SALE (please specify): A) ☐ PUBLIC AUCTION; B) ☐ INTERGOVERNMENTAL DISPOSITION (Sale); C) ☐ SEALED BID AUCTION **[For B) and C), Attach a letter of understanding between the two agencies if intergovernmental disposition or; attach a recommended list of bidders if sealed bid.]**

Dept.'s Min. Bid Price (optional) $ ____ Fixed Asset Custodian should understand that if there are no offers at the min. bid, property will be returned to the Department.

III. ☐ DESTRUCTION (Following approval by resolution, the Department must render property physically inoperative, in appearance & in effect, and dispose of it.)

IV. ☐ TRADE-IN & PURCHASE OF REPLACEMENT ITEM (Attach copy of P.O. which must indicate the trade-in value received in the transaction.)

P.O. NUMBER: ____ FIXED/ATTRACTIVE ASSET NO. OF REPLACEMENT ITEM: ____

By signing below I, hereby attest that I have examined the above named property and rendered the opinion contained herein concerning the property's usefulness and estimate of fair market value. It is my opinion that the fair market value of said property is $[redacted]. I, hereby, request that the above named property be disposed of in the manner described herein. I affirm that I have, and will retain stewardship of this property, including its physical storage, until the property is formally declared as surplus and the method of disposition is approved by Resolution of the Board of County Commissioners, and I will complete the physical disposition as approved, and in accordance with all applicable laws and regulations.

NOTE: This form only documents a Department's request to declare property as surplus. The request & disposal method must be approved by Resolution of the B.C.C.

Deborah Firkins	X [signature]	10/8/18
PRINT NAME OF DEPARTMENT FIXED ASSET CUSTODIAN	SIGNATURE OF DEPARTMENT FIXED ASSET CUSTODIAN	DATE
Chad Coles	X [signature]	10/8/18
PRINT NAME OF DEPARTMENT HEAD or ELECTED OFFICIAL	SIGNATURE OF DEPARTMENT HEAD or ELECTED OFFICIAL	DATE

SECTION D TRANSFER TO SURPLUS WAREHOUSE

The signature below confirms the transfer of the above named property as indicated herein, to the Geiger Surplus Warehouse.

	X	
PRINTED NAME OF REPRESENTATIVE, GEIGER SURPLUS WAREHOUSE	SIGNATURE OF REPRESENTATIVE, GEIGER SURPLUS WAREHOUSE	DATE

SECTION E ACCEPTANCE OF INTERNAL TRANSFER WITHIN SPOKANE COUNTY (To be completed by the department head receiving the transfer of property.)

I, hereby, agree to accept the transfer of the above named property as indicated herein, and all responsibilities of stewardship for said property.

Tonya Wallace	X [signature]	10-8-18
PRINT NAME OF DEPT. HEAD or ELECTED OFFICIAL ACCEPTING TRANSFER	SIGNATURE OF DEPT. HEAD or ELECTED OFFICIAL ACCEPTING TRANSFER	DATE

ROUTING INSTRUCTIONS: Route completed copies to: Purchasing, Fixed Asset Accountant (Reportable Property Only) in the Auditor's Office, and retain a copy for your own records. Rev. 02/01/2007

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/13/2018
		Clerk's File #	OPR 2018-0754
		Renews #	
Submitting Dept	POLICE	**Cross Ref #**	
Contact Name/Phone	ERIC OLSEN 835-4505	**Project #**	
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG	**Bid #**	SW68-18
Agenda Item Type	Contract Item	**Requisition #**	CR 19880
Agenda Item Name	0680-CONTRACT WITH DW EXCAVATING INC		

Agenda Wording

Contract with DW Excavating Inc, Davenport, WA for the purpose of the renovation of the EDU range. Contract term is December 1, 2018 through November 30,2019 in the amount of $70,000.

Summary (Background)

Bid SW68-18 for this work was issued 10/17/18 with one bid response from DW Excavating, Inc. opened on 10/24/18. This renovation will be done on jointly used property by SCSO and the ATF for purposes of Explosive Device training and disposal. Contract term is December 1, 2018 through November 30,2019 in the amount of $70,000.

Fiscal Impact	Grant related? NO Public Works? YES	**Budget Account**
Expense	**$** 70,000.00	**#** 5901-79115-94000-56301-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	ISAACSON, JENNIFER	**Study Session**	10/25/18
Division Director	ISAACSON, JENNIFER	**Other**	
Finance	SCHMITT, KEVIN	**Distribution List**	
Legal	ODLE, MARI	jisaacson@spokanepolice.org	
For the Mayor	ORMSBY, MICHAEL	eolsen@spokanepolice.org	
Additional Approvals		spd finance	
Purchasing	WAHL, CONNIE	spd purchasing	

Briefing Paper
(Finance and Administration Committee)

Division & Department:	Spokane Police Department
Subject:	EDU Range Renovation Contract Award
Date:	10/25/2018
Contact (email & phone):	Major Eric Olsen, 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PSCHC, Finance & Administration
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Per MOU, Spokane County will pay $40,000 of the cost and the City will pay the balance of $30,000(up to $37,000) from allocated SIP funds.
Strategic Initiative:	Safe & Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	This necessary work will ensure the safety of EDU personnel, as well as extend the life of the EDU Range.

Background/History:

The security and use of the EDU explosive magazines located at the EDU Range are being compromised by ground water erosion and the movement of soil in to the magazine bunkers. This has resulted in issues with site security, gates being difficult to open, magazine doors swinging closed while in use, and magazine platforms being overrun with soil. Some of these pose significant safety risks to the EDU personnel.

Bid SW68-18 for this work was issued 10/17/18 with one bid response from DW Excavating, Inc. opened on 10/24/18. The bid amount is $70,000. Contract start date of 12/1/2018 and a completion date of 11/30/2019.

Executive Summary:

- Award contract to DW Excavating, Inc. for EDU Range Renovation
- Expenditure of $70,000, with $40,000 to be reimbursed by Spokane County; balance paid by the City of Spokane
- 12-month contract, starting December 1, 2018

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A
Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A
If new, specify funding source: SIP Funds (5901)
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No ☒ N/A
Requires change in current operations/policy? ☐ Yes ☐ No ☒ N/A
Specify changes required:
Known challenges/barriers: None

City Clerk's No. _____

City of Spokane

PUBLIC WORKS CONTRACT

Title: **EDU RANGE RENOVATION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DW EXCAVATING, INC.**, whose address is 215 Park Street, Davenport, Washington 99122 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is the EDU Range Renovation for the City; and

WHEREAS, the Contractor was selected through RFB No. SW68-18 issued by the City.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF CONTRACT.
The term of this Contract begins on December 1, 2018 and ends on November 30, 2019, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Contract is described in the City of Spokane Invitation to Bed and Contractor's Response, Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled ***EDU Range Renovation, RFB No. SW68-18.***

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVENTY THOUSAND AND NO/100 DOLLARS ($70,000.00)**, including tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Spokane Police Department, Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. CONTRACT DOCUMENTS.
The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Spokane Police Department, and are incorporated into this Contract by reference, as if they were set forth at length.

6. BONDS.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. FEES.
Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

9. STATE PREVAILING WAGES.
The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

10. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.
For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.

11. TAXES, FEES AND LICENSES.
A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

12. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

13. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a

service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. DEBARMENT AND SUSPENSION.
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

14. INDEMNIFICATION.
The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

15. INSURANCE.
During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $1,500,000, in order to meet the insurance coverage limits required in this Contract; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

   a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

   b. A Washington Employment Security Department number, as required in Title 50 RCW;

c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

d. An electrical contractor license, if required by Chapter 19.28 RCW;

e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.
The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

19. TERMINATION.
Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. ANTI KICK-BACK.
No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

22. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for

the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or

implied, nor for any statement or representation made or in any connection with this Contract.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract by having legally-binding representatives affix their signatures below.

DW EXCAVATING, INC.	**CITY OF SPOKANE**
By _____ 11/13/2018	By _____
Signature Date	Signature Date
Loren Hendrickson	
Type or Print Name	Type or Print Name
Vice President	
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Invitation to Bid and Contractor's Response
Payment / Performance Bond
Exhibit B – Certification Regarding Debarment

18-196

EXHIBIT A

City of Spokane
Invitation to Bid

Project Title: EDU Range Renovation SW68-18

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on 10/17/2018 at 9:00 am. The location will be W 13207 SR 902 (Southeast of intersection of Craig Road and WA St Hwy 902 - aka Medical Lake Hwy).

2. BID PREPARATION. Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.

3. SUBMISSION OF BIDS. Submit one (1) copy of the Bid by 1:00 pm on 10/24/2018 to Laura Aga at 808 W Spokane Falls Blvd, 1st fl, MySpokane or laga@spokanecity.org, Spokane, WA 99201.

4. CONTRACTOR'S REPRESENTATION. The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.

5. QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.

6. AWARD OF CONTRACT. Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.

7. PAYMENT. Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

8. REJECTION OF BIDS. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

9. REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.

10. PUBLIC WORK REQUIREMENTS. The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond form a Surety, and sales tax implications in making their Bids.

11. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.

12. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

SECTION II. GENERAL REQUIREMENTS

1. SCOPE OF WORK. Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. PROJECT CONTACT. The Project contact for the City of Spokane is:

   Name: Laura Aga
   Department: Contracts/SPD Purchasing
   Phone: 509-625-6251 or 509-625-4013
   Email: laga@spokanecity.org

3. COMPLETION TIME. All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by 60 days after Notice to Proceed.
4. LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of N/A for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. INTENT OF SPECIFICATIONS. The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. WASHINGTON STATE RETAIL SALES TAX.
   A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
   B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
    a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000;
    b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
       i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of $1,500,000, in order to meet the insurance coverages required under this Contract;

c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and

d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.

    On contracts of $150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

    A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).

    B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

    https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.

    Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 10/24/2018.

    C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.

13. RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:

    a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).

    b. On contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.

    c. No claims, as provided by law, have been filed against the Retainage.

    In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.

14. FILING FEES. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars ($40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. Reimbursement for the paid fees will be added to the amounts due the Contractor, if the

    Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE.
   The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.

2. SCOPE OF WORK.

   Please see Attachment A - Scope of Work

TERMS AND CONDITIONS

1. DEFINITIONS

a. Bidder - one who submits a Bid/Quote

b. Vendor - Bidder to whom contract or purchase order is awarded.

c. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).

d. Destination-Delivery - Delivery to a location as directed by City of Spokane staff.

e. Until Further Notice - Any time in excess of sixty (60) days from date of opening.

f. Cost - Total cost of ownership based on the best available information.

2. NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Request for Quote.

3. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the quoted price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Quote shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

4. ACCEPTANCE PERIOD

Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of Quotes.

5. DELIVERY DEFAULT

A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.

B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.

6. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

7. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

8. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

9. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

10. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

11. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

12. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

13. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

14. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

15. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.

- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.

- Business, occupational and personal property taxes are the responsibility of the Vendor.

16. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any Quote containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal.**

17. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing Quotes on a uniform basis. Quantities shall be quoted on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

18. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

19. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

20. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

21. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

17. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

18. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

19. SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

20. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

21. FREIGHT TERMS

- All freight charges included on an invoice must be supported by a freight bill.
- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are

received.

- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

22. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project

Need for Project:

For almost 20 years, the Spokane County Sheriff's Office (SCSO) and the Spokane Police Department (SPD) jointly have operated an explosives disposal unit (EDU) pursuant to a November 1999 Memorandum of Understanding (MOU). During this time frame, EDU joint operations have taken place on property located southeast of the intersection of Craig Road and WA. St. Hwy 902 (aka W. Medical Lake Hwy) in Cheney, WA. Spokane County has owned the property since May 1968. From approximately 2002, US Alcohol, Tobacco and Firearms Agency (ATF) has also utilized the County's property for explosives disposal and storage.

The security and use of the EDU explosive magazines located at W 13207 SR 902 are being compromised by ground water erosion and the movement of soil in to the magazine bunkers. This has resulted in issues with the alarm system, gates being difficult to open, magazine doors swinging closed while in use, and magazine platforms being overrun with soil.

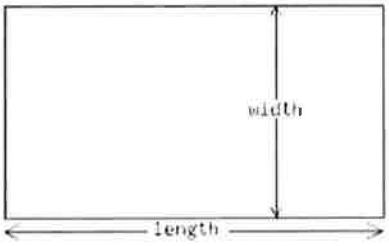
Solution:

EDU would like the area directly across from the current magazine locations to be built-up and prepared to support the weight and placement of concrete pads and the magazines. This general area should also be graded and prepared in such a manner as to allow for proper drainage in order to prevent future erosion problems.

Scope of the Project:

1. All stages of the project to be coordinated with SPD EDU personnel.
2. Bring in dirt to level and prepare the new site.
3. Compact the soil to minimize ground settling and erosion issues.
4. Grade the surrounding area and access road to allow for proper drainage of rainwater and prevent the accumulation of standing water.
5. Construct four earth berms.
    a. Same height and depth to match existing berms that are around the ATF magazines located on the site – minimum height to equal the height of each magazine for concealment from the highway.
    b. Berms packed and prepared to prevent erosion issues.
    c. Berms are to surround the four slabs listed below and in-line with existing ATF magazines.
6. Construct four rebar reinforced concrete slabs.
    a. Minimum of 318 feet from the highway.
    b. Minimum of 39 feet between each slab.

c. Slab area prepared with 4 inches of 5/8 minus gravel and compacted.
d. 1/2-inch steel rebar spaced 8 inches apart in a grid pattern and set on supports at a depth to be in the approximate middle of the concrete pour.
e. Steel fence posts (for chain link fencing) set in to the corners of the concrete slabs.
f. Minimum 6-inch depth of 4000 PSI concrete.
g. Concrete slab dimensions (east to west).
    i. 25 feet long by 14 feet wide (alarm conduit in back right corner).
    ii. 10 feet long by 10 feet wide.
    iii. 6 feet long by 10 feet wide
    iv. 8 feet long by 10 feet wide.



h. Concrete allowed to cure for two weeks prior to magazine placement (Pad one to cure for four weeks prior to placement if larger magazine is installed – contact EDU prior to placement).

7. Install conduit for alarm wiring and other needs.
    a. Meet with SPD EDU personnel prior to installation of conduit.
    b. Trench from the east side of the Conex storage container to a junction box location determined by SPD EDU personnel. Junction box to be of a grade that is suitable for alarm wiring.
    c. Install 2 inch conduit suitable for alarm wiring in the trench and cover.
    d. Trench and install 3/4 inch conduit suitable for alarm wiring from the junction box to each new magazine slab. The conduit shall run under each concrete slab and extend 6 inches above the slab surface in the approximate center of the concrete slab (final location to be determined by SPD EDU personnel).
    e. Trench and install 3/4 inch conduit suitable for alarm wiring from the junction box to points near the two current ATF magazines, and at a point where it will connect with the current alarm conduit used for those ATF magazines.
    f. Install 1 inch conduit in the back right corner of each new slab for future power hookup/wiring – conduit to extend 6 inches above each slab surface and run underground to the outer perimeter of the slab.
    g. Install 1 inch conduit in the back left corner of each new slab for later insertion of a metal grounding rod – conduit to extend 6 inches above

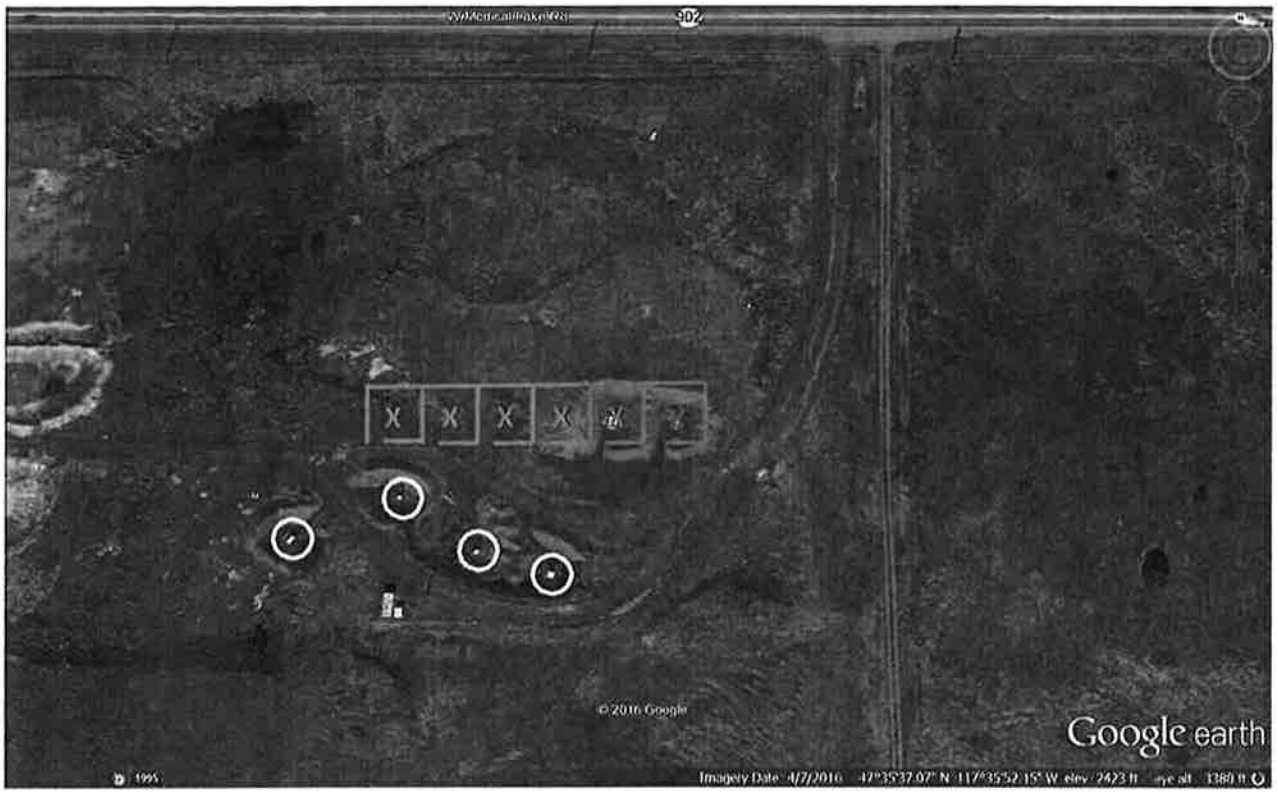
each slab surface.

h. All alarm wiring and related alarm items to be coordinated with Spokane Police EDU personnel and ATF personnel.

8. Move existing magazines from their current location to the new slabs in the presence of an identified member of the Spokane Police EDU at the site.
    a. Magazines to be placed on top of one or two levels of railroad ties (or similar 8" x 8" wood product) – magazines to be placed with coordination from EDU personnel present.
9. Construct chain link fencing and gates around each magazine.
    a. Minimum of 6 feet fence fabric height above top level of each slab.
    b. One foot of three-strands of barbed wire placed around top of fencing of each slab.
10. Gravel area around the front area of the gate for each slab.
11. Removal and disposal of old railroad ties that were under the magazines at their previous locations as well as old fencing and any materials no longer used.
12. Flatten and grade vacated magazine bunkers.

ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project



X = Current EDU Magazines that will be relocated

X = Current EDU Magazines that will stay

X = New location of magazines

—— = Current Berms

—— = Future Berms

ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project

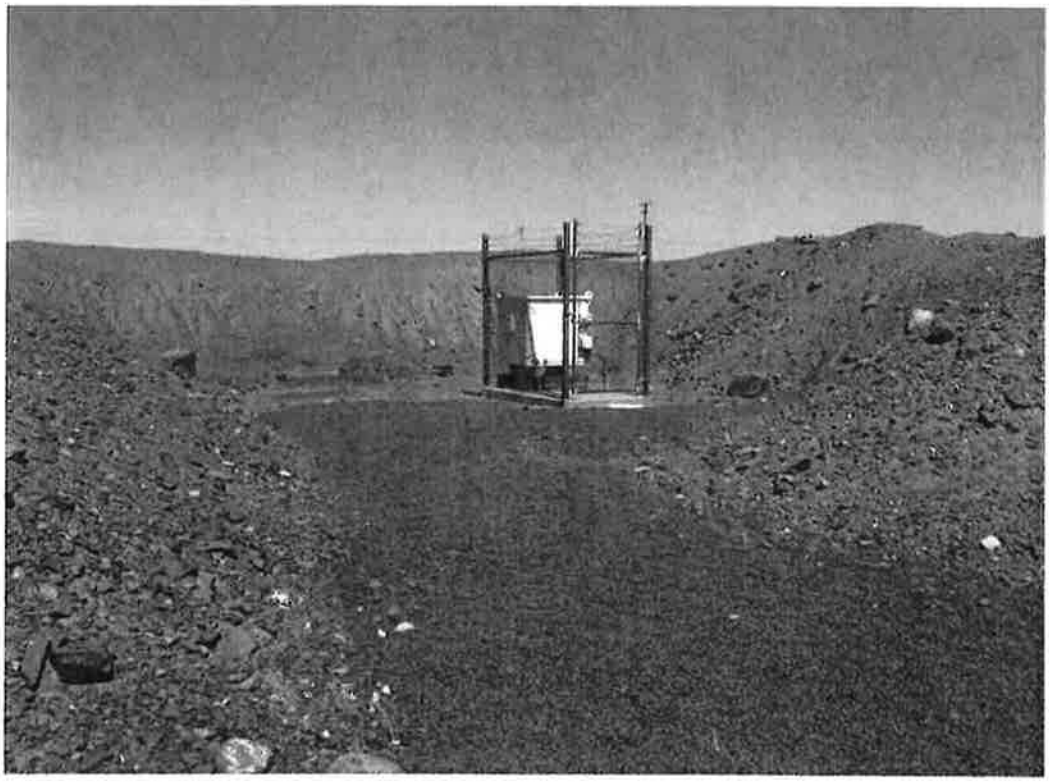




ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project

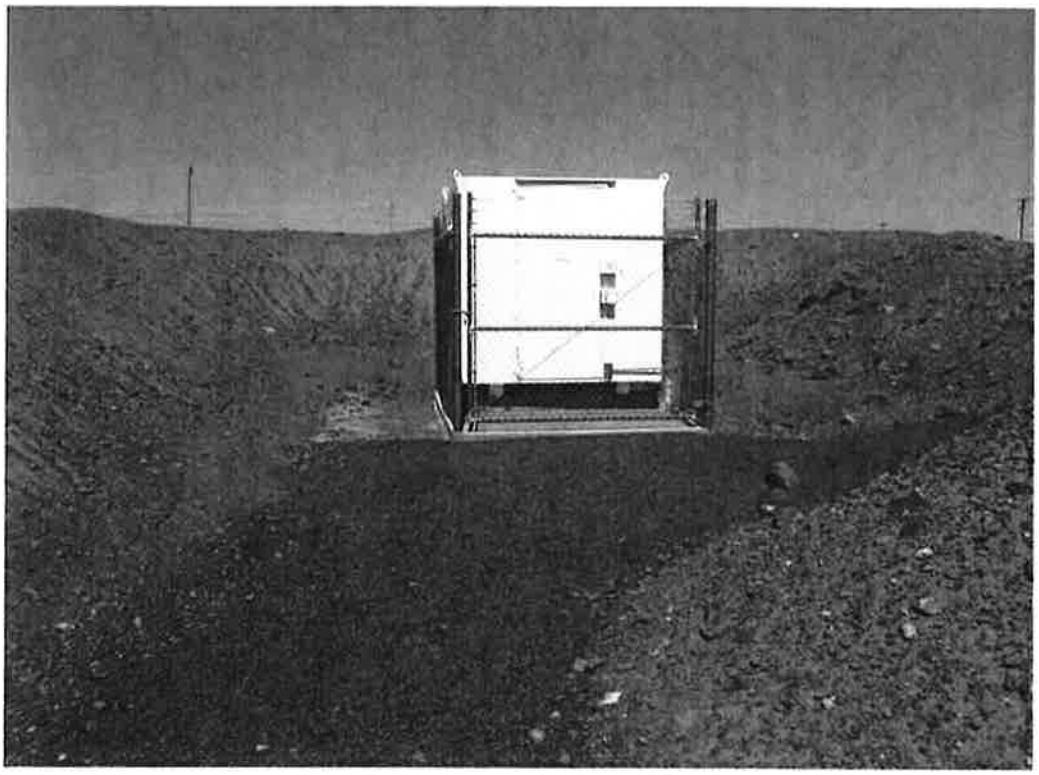




ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project





ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project





ATTACHMENT A
SCOPE OF WORK

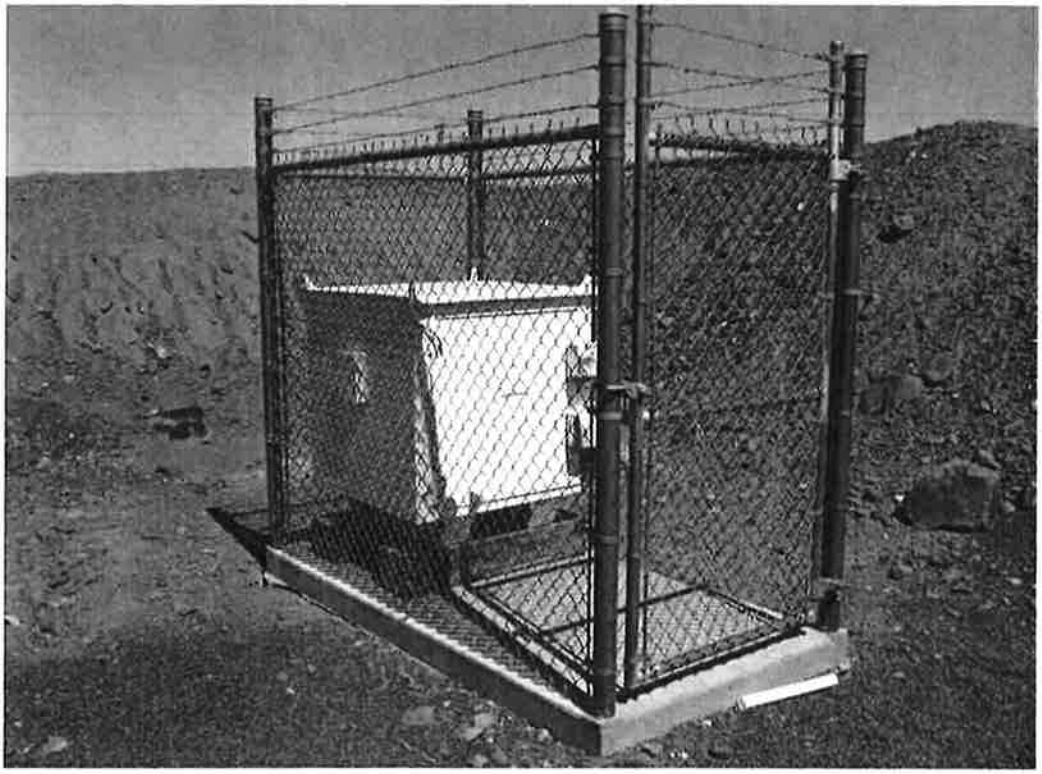
EDU Range Renovation Project





ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project





ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project

Below are some site pictures:

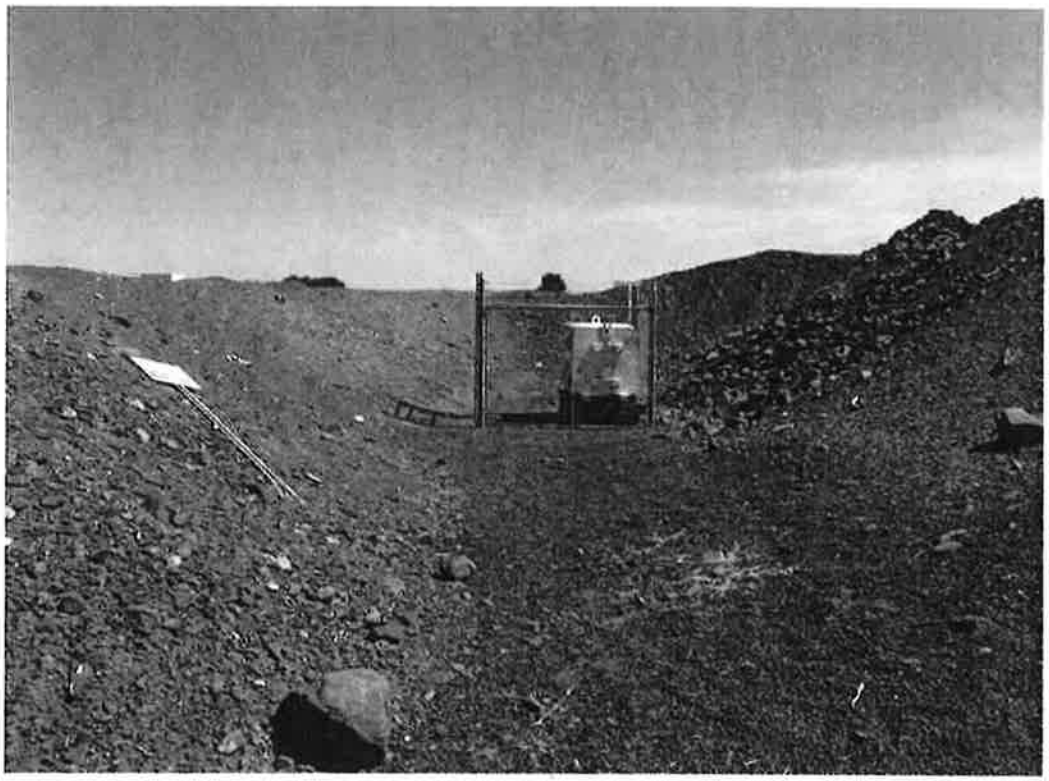




ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project





ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project





City of Spokane
Invitation to Bid

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: PROJECT TITLE

The undersigned firm has examined the site, read and understands the specifications for the above Project and proposes to do the described Work at the following price: $_____

Trench Safety System, if excavation greater than four feet (4') deep: $_____

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. _____

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business Registration Number _____

The firm acknowledges receipt of addendum number _____ and agrees that its requirements have been included in this Bid.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to $150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
☐ YES ☐ NO

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____ PHONE: _____

ADDRESS: _____

City of Spokane
Invitation to Bid

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: _____

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT $_____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT $_____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT $_____

CONTRACTOR'S REGISTRATION NO. _____

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

_____ _____

Date Signature of Authorized Representative

BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of $_____, which is equal to or more than five percent (5%) of the total bid.

Signature _____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

We, _____ as Principal,

and _____ as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the **DEMOLITION OF 3011 E WELLESLEY**, according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

SIGNED AND SEALED on _____

_____
AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY must accompany this bond.

_____
AS SURETY

By: _____
Attorney in Fact

CITY OF SPOKANE – PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
509-625-6251

DAVID A. CONDON
MAYOR

October 17, 2018

ADDENDUM NO.2

RFB #SW68-18 EDU RANGE RENOVATION

This Addendum is being issued to distribute the questions/answers and information presented at the pre-bid meeting.

Q. Can the material from existing bunkers be re-used?

A. Yes

Q. Will the existing area need to be leveled after moving the magazines to new location?

A. Yes

Q. Is there any extra dirt onsite available to use in grading?

A. Yes, there is some available around site #4

Q. Is there a grading plan?

A. Yes, County Public Works has one. City will acquire and give out.

Q. Confirming Setback from highway is 318 feet?

A. Yes

Q. Will the magazines be empty for relocation?

A. Yes

Q. Does the existing gravel road need grading/repair?

A. Yes

Q. Does the grass need replace/reseeding?

A. No

Q. How will we have access?

A. Gated access, will provide a code for access.

Q. What is your preferred timeline?

A. Would like the project completed as soon as possible, this year preferably. The contract will be a 12 month term, to accommodate possible weather delays.

Q. Are we responsible for any alarm work?

A. No, just the conduit indicated in the Scope of Work.

Q. What are the weights of the magazines?

A. Unknown, will research for that information.

Q. Can the fencing be reused or does it need replaced with new?

A. Replaced with new.

Q. Can bid and bid bond be emailed?

A. Yes

Laura Aga

Contracts/Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

_____

Company

_____

Authorized Signature

PAYMENT / PERFORMANCE BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVENTY THOUSAND AND NO/100 DOLLARS ($70,000.00),** including tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the ***EDU RANGE RENOVATION***. If the principal shall:

A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all federal, state and local laws and regulations; and

C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

DW EXCAVATING, INC.,
AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

_____
AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____

_____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/2/2018
		Clerk's File #	ORD C35701 ORD C35702
		Renews #	
Submitting Dept	WASTEWATER MANAGEMENT	**Cross Ref #**	
Contact Name/Phone	MICHAEL 625-4640	**Project #**	
Contact E-Mail	MCOSTER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Special Budget Ordinance	**Requisition #**	
Agenda Item Name	4320-SBO FOR THREE NEW ADDITIONAL FTE INSTRUMENTATION POSITIONS		

Agenda Wording

A special budget ordinance to add additional expense funds to the RPWRF budget for three additional Instrumentation FTEs.

Summary (Background)

Addition of these three positions is needed for two areas; one position is for Inside the RPWRF Plant and two positions are for our CSO Program. Position #1 Instrument Repair Technician inside the plant. This position is responsible for maintaining, troubleshooting, calibration and testing instrumentation, valve actuators, programmable logic controllers (PLCs), and all ancillary equipment including, relays, solenoids, motor starters, programmable overload protection devices.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** $191,582.00	**#** 4320.43201.35148.06480
Expense	**$** $80,824.00	**#** 4320.43201.35141.02710
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	CONKLIN, CHUCK	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	Urban Experience
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	DALTON, PAT	hbarnhart@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		cwahl@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	Tax & Licenses	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Position #2 Instrument Repair Technician for CSO program. The Instrument Repair Technician for CSO is responsible for maintaining, troubleshooting, calibration and testing of open channel flow monitoring equipment, rain gauges, hydrogen sulfide monitors, remote telemetry equipment, programmable logic controllers (PLC's) and stationary gas monitoring systems as it relates to CSO, sanitary and storm line flow monitoring. Position #3 Electronic Communications Tech Aide for CSO program. This position's main responsibility is to assist with the installation, troubleshooting and maintenance of flow monitoring equipment, rain gauges, Hydrogen Sulfide monitors and telemetry equipment.

Fiscal Impact		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**

Distribution List

Briefing Paper
Urban Experience Committee

Division & Department:	Public Works and Utilities
Subject:	Special Budget Ordinance for Three New Additional FTE Instrumentation Positions
Date:	October 31, 2018
Contact (email & phone):	Michael F. Coster, Plant Manager mcoster@spokanecity.org 625-4640
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Innovative Infrastructure – Affordable Utility Rates
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the SBO for the Three New Additional FTE Instrumentation Positions.

Background/History:

Addition of these three positions are needed for two areas; Inside the Riverside Park Water Reclamation Facility (RPWRF) Plant and our Combined Sewer Overflow Program (CSO);

- Inside the RPWRF Plant – 1 position;
    - (1) Instrument Repair Technician

This position is responsible for maintaining, troubleshooting, calibration and testing of instrumentation, valve actuators, programmable logic controllers (PLCs), and all ancillary equipment including, but not limited to; relays, solenoids, motor starters, programmable overload protection devices, etc.

The addition of the Next Level of Treatment (NLT) will be increasing the number of instrumentation devices from 359 to 593, or by more than 60%. In addition, there is a proposed addition of actuators, relays, solenoids, etc. in the mid to high hundreds. We can project the service demands of some of the new equipment, given that in some cases it is equipment already in operations in other parts of the process flow. However, we have yet to establish a service demand of the pieces of equipment that are entirely new to the plant. For that reason we are proposing a phased approach to increased staffing levels so that we can spend more time collecting maintenance data for the new components.

We are proposing the addition of one Instrument Repair Technician during construction of the Membrane Facility in order to ensure proper training and seamless real time integration with existing plant operations. The addition of more technicians in the subsequent years reduces the training workload and affords us the ability to validate our assumptions through actual operations and maintenance data collection through the City's Maintenance Connection system.

- Combined Sewer Overflow Program (CSO) – 2 positions;
    - (1) Instrument Repair Technician

The Instrument Repair Technician for CSO is responsible for maintaining, troubleshooting, calibration and testing of open channel flow monitoring equipment, rain gauges, hydrogen sulfide monitors, remote telemetry equipment, programmable logic controllers (PLC's) and stationary gas monitoring

systems as it relates to CSO, sanitary and storm line flow monitoring.

The addition of CSO and interceptor control facilities alone has resulted in 102% increase (58 to 117) in the number of flow monitors. Sanitary and storm line monitoring that has been added by the Engineering and ICM groups has added approximately 140 flow monitors to that, resulting in a total of 257 monitors installed at 110 sites throughout the city. Additionally, many of the CSO and all of the interceptor control facilities have added the complexity of pumps and pump controls as well as life/safety systems such as continuous gas monitoring and alarms. We have also added hydrogen sulfide (H2S) data loggers at 13 locations throughout the city to monitor the formation of sulfuric acid and resultant decay of our sanitary lines. Real Time Control that is being incorporated to CSO and lift station facilities in the near future will add a number of PLC's telemetry equipment and additional flow monitoring; however, it is unknown at this time exactly what the increased work load will be.

- (2) Electronic Communications Tech Aide

This position's main responsibility is to assist with the installation, troubleshooting and maintenance of flow monitoring equipment, rain gauges, Hydrogen Sulfide monitors and telemetry equipment.

This is a consistent body of work for our department however, given the limitations of the Project Employee/Temp Seasonal positions; we are required to turnover technical expertise all too frequently. The Project Employee Committee has also told us that our use of temporary staff for this "permanent" demand is a misuse of these systems and will no longer be approved when requested.

Executive Summary:

- Impact

This instrumentation and equipment is critical to the City's ability to operate the plant and meet permit requirements. The equipment runs 24/7/365; equipment failure could possibly result in violation of the permit, fines from Ecology and lawsuits from environmental groups. It is imperative that we have appropriate staff on hand to maintain, service, and repair equipment in order to avoid critical failure and discharge violations. The more preventative maintenance we can continue to prioritize, by not spreading existing resources too thin with the addition of new instrumentation, the more efficiently the plant will run. Continuing to invest in appropriate maintenance will also mitigate the risk of potential future capital expenditures resulting from critical failures. Maintaining appropriate staffing ratios as we add instruments to the treatment process will allow us to continue to mitigate those risks.

- Action

Wastewater Management is seeking Council approval of these three new additional instrumentation positions.

- Funding

Funding for this purchase is provided in the Wastewater Management budget, and revenue is derived from utility rates.

Budget Impact:

Approved in current year budget? ☐ Yes ■ No ☐ N/A
Annual/Reoccurring expenditure? ■ Yes ☐ No ☐ N/A
If new, specify funding source: Department
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No ☐ N/A
Requires change in current operations/policy? ☐ Yes ■ No ☐ N/A
Specify changes required:
Known challenges/barriers:

ORDINANCE C35701

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage”, and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Riverside Park Reclamation Facility Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Riverside Park Reclamation Facility Fund, and the budget annexed thereto with reference to the Riverside Park Reclamation Facility Fund, the following changes be made:

FROM:	4320-99999 99999-	Riverside Park Reclamation Facility Fund Unappropriated Reserves	$ 191,582
TO:	4320-43201 35148-06480	Riverside Park Reclamation Facility Fund Instrument Repair Technician (Two positions Step 6)	$ 191,582

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create (2) Instrument Repair Technician positions at step 6, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

ORDINANCE C35702

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Riverside Park Reclamation Facility Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Riverside Park Reclamation Facility Fund, and the budget annexed thereto with reference to the Riverside Park Reclamation Facility Fund, the following changes be made:

FROM:	4320-99999 99999-	Riverside Park Reclamation Facility Fund Unappropriated Reserves	$ 80,824
TO:	4320-43201 35141-02710	Riverside Park Reclamation Facility Fund Electronic Communication Tech Aid (Step 6)	$ 80,824

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create an Electronic Communication Tech Aid at step 6, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 11/12/2018		Date Rec'd	11/5/2018
		Clerk's File #	RES 2018-0094
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	KATE BURKE 625-6275	Project #	
Contact E-Mail	KATEBURKE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 - RESOLUTION FORMING HOUSING PROTECTIONS WORKING GROUP		

Agenda Wording

A Resolution forming a Working Group on Housing Protections Policy.

Summary (Background)

This resolution forms a Working Group on Housing Protections Policy, schedules meetings, and seeks input from the broadest possible of members of the public and stakeholders.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	PSCH Comm. 11/5/2018
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

RESOLUTION NO. 2018-0094

A Resolution stating the City Council's intent to begin the formation of comprehensive housing and renter protections policy frameworks; forming a Working Group on Housing Protections Policy; scheduling working group meetings; and requesting input and recommendation from the Working Group on needed policy reforms for housing protections.

WHEREAS, the City Council has the duty to protect the health, welfare, and safety of people in the City of Spokane; and

WHEREAS, as our city grows, housing supply becomes more and more constrained and costly; and

WHEREAS, even now, the percentage of people in Spokane who are rent-burdened (defined as having to spend more than 30% of one's income on housing costs) continues to climb; and

WHEREAS, despite the City's other efforts, the number of homeless and unsheltered people in the 2018 point-in-time count is very little changed from the same point-in-time count which took place in 2011; and

WHEREAS, for income-constrained people, an eviction can be a precursor to homelessness, and the City Council believes that one of the best ways to prevent homelessness is to keep tenants housed where they are when possible, by offering resources and assistance; and

WHEREAS, at the same time, many property owners have invested considerable time, effort, energy, and money in providing housing across the city, and certainly have an interest in forming policy that addresses the needs of tenants and of property owners in Spokane; and

WHEREAS, the City Council understands that a wide-ranging and comprehensive policy area such as housing requires that all those with a stake in the outcome be invited to participate and be heard from at every stage of the policy-making process.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby creates a Working Group on Housing Protections Policy, and invites all interested persons to take part – tenants, landlords, property managers, advocates, and others – to provide input and policy recommendations to the City Council regarding what housing protection ordinances the City Council should enact.

BE IT ALSO RESOLVED that the Working Group on Housing Protections Policy shall meet at times to be determined, in the City Council Briefing Center, Lower Level of City Hall, on the following dates:

- December 6, 2018;
- December 12, 2018;
- January 8, 2019; and
- January 16, 2019.

Passed by the City Council this ____ day of _____, 2018.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/5/2018
		Clerk's File #	ORD C35699
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	**Cross Ref #**	
Contact Name/Phone	DUANE 625-6129	**Project #**	
Contact E-Mail	DLEOPARD@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	4700 - ELEVATOR CODE AMENDMENTS		

Agenda Wording

An ordinance amending to the City's Elevator and related codes to include locally codified witnessed inspection requirements and minor edits to clarify both industry terminology and previously adopted code.

Summary (Background)

Text amendments codify the City's authority regarding witnessed testing of conveyance systems; revises elevator permit and inspection fees; adds penalties for failure to comply with inspection and decommissioning of conveyances; includes text edits related to common industry terms; clarifies the permitting process and requirements to meet other adopted codes; and, adds specific reference to the City's adoption of the International Building Code.

Fiscal Impact	Grant related? NO	**Budget Account**
	Public Works? NO	
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	BECKER, KRIS	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	Public Safety &
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	SZAMBELAN, TIMOTHY	dkinder@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	tpalmquist@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		dkokot@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	dleopard@spokanecity.org	
		dgmurphy@spokanecity.org	
		mowen@spokanecity.org	

ORDINANCE C35699

An ordinance relating to elevator standards and permit fees amending SMC 17F.060.010, SMC 17F.060.020, SMC 17F.060.030, SMC 17F.060.040, SMC 17F.060.050, SMC 17F.060.090, SMC 17F.080.120, 08.02.033, and SMC 1.05.150.

The City of Spokane does ordain:

Section 1. That SMC 17F.060.010 is amended to read as follows:

Section 17F.060.010 Adoption of Standard Code

A. Chapter 70.87 RCW, Chapter 30 of the International Building Code, and the most current Washington State adopted version of chapter 296-96 WAC and their amendments, as applicable, are the elevator code of the City.

B. Exceptions:

1. All fees shall be determined by the City of Spokane and referenced in SMC 8.02.033.
2. 296-96-01000 WAC – Permit Process.
3. 296-96-01070 WAC – Violation Penalty Fees.

Section 2. That SMC 17F.060.020 is amended to read as follows:

Section 17F.060.020 Installation Permit

A. No person may construct, erect, place, install, or alter any elevator, dumb waiter, escalator, ((~~man~~))temporary personnel hoist, platform lift, stair climber, material lift or moving walk or related equipment without first securing a permit from the building services department.
B. The applicant for a permit must file with the inspector a copy of the plans and specifications showing details of the new installation or addition to an existing installation. Submitted plans are also reviewed by City of Spokane Plans Reviewers for compliance with other adopted codes.

Section 3. That SMC 17F.060.030 is amended to read as follows:

Section 17F.060.030 Inspection

The elevator inspector inspects and, as necessary, tests:

A. each installation before the operating permit is issued for initial use; and

B. each temporary personnel hoist semiannually. All other conveyances annually, except those in private residences.

C. On a random basis, witness testing of conveyances to ensure that testing is being completed according to current codes adopted.

D. Witness all Category 5 hydraulic elevator testing and apply a City of Spokane Seal to all overspeed valves and pressure relief valves.

E. Witness all Category 1 testing and cleaning of all escalators.

F. Failure to arrange to have City Inspector witness the tests shall result in a Class I Civil Infraction.

Section 4. That SMC 17F.060.040 is amended to read as follows:

Section 17F.060.040 Requirements

A. All new and existing elevators, dumb waiters, escalators, stair climbers, platform lifts, ((~~man~~))temporary personnel hoists, material lifts and moving walks and alterations must conform to this code.

B. A sidewalk elevator, or hoist, or a freight elevator, which does not rise above the ground floor must have doors and gates so constructed that the car cannot move until they are closed. A sidewalk hoist must be equipped with safety rods so that it cannot be started until the sidewalk doors are open.

C. Lock boxes for machine room access may be required by conditions.

D. Conveyances with uncorrected deficiencies are subject to additional inspections and fees. An elevator inspector may revoke an operating permit and red-tag the conveyance if deficiencies remain uncorrected for one hundred fifty days.

E. Elevators no longer used or deemed to be unsafe may be ordered to be decommissioned by the City Inspector.

F. Conveyances to be decommissioned must occur by permit and inspections according to the requirements of ASME 17.1. Failure to decommission a conveyance as directed by the elevator inspector shall result in a class I civil infraction.

Section 5. That SMC 17F.060.050 is amended to read as follows:

Section 17F.060.050 Operating Permit

A. No person may maintain or operate any elevator, dumb waiter, escalator, ((~~man~~))temporary personnel hoist, stair climber, platform lift, material lift, or moving walk in the City unless there be in effect an operating permit.

B. The owner of the conveyance ((~~may~~))shall display the current operating permit in the cab of the elevator or the elevator machine room. Operating permits for material and stair lifts shall be posted in-sight and near the conveyance.

C. Fees for conveyance operating permits are to be paid annually except for temporary personnel hoists. Temporary personnel hoists are addressed in 17F.060.050(D). The annual inspection may or may not occur at the time of billing for the operating permit.

D. Operating permit fees for temporary personnel hoist are paid semiannually. Semiannual operating permits will be issued if six-month inspections are current.

Section 6. That SMC 17F.060.090 is amended to read as follows:

Section 17F.060.090 Functions of Elevator Inspector

The elevator inspector is responsible to:

A. ensure all conveyances are maintained, inspected, and safety tested at least once a year (except temporary personnel hoists which are safety inspected semiannually), according to the guidelines of this chapter and the standards adopted by the state per chapter 70.87 RCW and WAC 296-96;

B. review and approve plans for construction, installation, and alteration of ((~~elevators~~)) conveyances except stair climbers;
C. conduct inspections and tests of ((~~elevators~~)) conveyances;
D. issue, suspend, and revoke operating permits;
E. make and promulgate rules, regulations, and interpretations of the elevator code;
F. initiate proceedings, including prosecutions, to enforce the elevator code;
G. maintain records of all permits issued and of all inspections made.

Section 7. That SMC 17F.080.120 is amended to read as follows:

Section 17F.080.120 Elevator Shafts, Equipment Rooms, Machine Spaces, and Lobbies

A. Elevator shafts and elevator equipment rooms are not required to be provided with automatic sprinklers only if:
    1. they are of non-combustible construction; and
    2. they meet the fire resistance ratings required by the International Building Code.
B. Elevator shafts, lobbies, machine space, and elevator equipment rooms shall be provided with smoke detection that will:
    1. notify the building's fire alarm system; and
    2. activate the recall operation of the elevator(s). ((~~Existing elevators having a travel distance of more than twenty-five feet and with recall capabilities in buildings with a fire alarm system will be connected to the building fire alarm system to activate the recall function. At a minimum, Phase 1 recall is required to be provided with primary and alternate recall floors.~~))

C. Existing elevators having a travel distance of less than twenty-five feet and with recall capabilities in buildings with a fire alarm system will be connected to the building fire alarm system to activate the recall function. At a minimum, Phase 1 recall is required to be provided with primary and alternate recall floors.

D. Fire Service Access elevators will be activated by any fire alarm activation device that is activated in the building.

Section 8. That SMC 08.02.033 is amended to read as follows:

Section 08.02.033 Elevator Code

A. New Installation Permit Fees – ((~~All Conveyances~~)) permit fee includes one new installation inspection.
    1. Elevators, Escalators, and Moving Walks.

        ((~~1.~~)) a. Valuation of one dollar to five thousand dollars: Two hundred fifty dollars.

        ((~~2.~~)) b. Valuation over five thousand dollars: Two hundred fifty dollars plus four dollars for each one thousand dollars in valuation over five thousand dollars.

    2. Stair climbers, platform lifts: Eighty eight-dollars (Plan Review Fees not required.)

3. Dumbwaiters, material lifts: One hundred seventy-seven dollars.

4. Temporary Personnel Hoist (construction lift): Two hundred fifty dollars (includes initial semiannual operating permit).

B. Annual Operating Permit Fees.

1. Hydraulic elevators: One hundred seventy-seven dollars plus twenty-two dollars each additional stop over two.
2. Cable elevators: Three hundred fifty-three dollars plus twenty-two dollars each additional stop over two.
3. Escalators and ((~~material lifts~~)) Moving Walks: ((~~One hundred seventy-seven dollars.~~)) Three hundred fifty-three dollars.
4. Dumbwaiters((~~/~~)), platform lifts((~~/limited use/~~)), stair climbers((~~/wheelchair lifts/~~)), material lifts: Eighty-eight dollars.

C. Alterations /Repairs/Modernizations/Permit Fees – All Conveyances.

1. Valuation of one dollar to five thousand dollars: Two hundred fifty dollars.
2. Valuation over five thousand dollars: Permit fee is two hundred fifty dollars plus four dollars for each one thousand dollars in valuation over five thousand dollars.

D. In addition to the above fees, the processing fee for each permit is twenty-five dollars.

E. Reinspections.
The fee for reinspections for work that was not ready, or corrections previously identified, or site not accessible is:

1. Hydraulic elevators: Eighty-eight dollars plus twenty-two dollars per stop over two.
2. Electric elevators: One hundred seventy-seven dollars plus twenty-two dollars per stop over two.
3. All others: Seventy-five dollars.

F. Inspections Outside Normal Inspector Working Hours.

The fee for inspections outside normal inspector working hours is three hundred fifty-three dollars and is payable at the time the request is made and before an inspection can be scheduled.

G. Work Done Without Permit Fees.

Where work has commenced without first obtaining the required permit(s), a "work-without-permit penalty fee" equal to the required permit fee will be added to the permit application and must be paid prior to the issuance of the permit(s).

H. Uncorrected Deficiencies.

The fee for operating a conveyance((~~permit~~)) with uncorrected deficiencies is one hundred seventy-seven dollars. Fees will be assessed at the following intervals from the date of inspection:

1. Ninety days,
2. One hundred twenty days, and
3. One hundred fifty days.

I. Document replacement fee: Twenty-five dollars.

J. Temporary Personnel Hoist (construction lift) semiannual inspection and operator's permit renewal.
Following a successful semi-annual inspection, temporary personnel hoists are eligible for a renewal of a semi-annual operator's permit.

1. Semiannual inspections or jump inspection: One hundred seventy-seven dollars.
2. Semiannual Operating Permit: One hundred seventy-seven dollars.

((~~J~~))K. Temporary operating permit fee: One hundred dollars plus fifteen dollars per stop over two.

((~~K~~))L. Plans review fees for new installations, ((major)) alterations((~~, and repairs~~)): Eighty-eight dollars.

((~~L~~))M. Variance request fees with site visit: One hundred seventy-seven dollars plus eighty-eight dollars per hour after two hours.

((~~M~~))N. Variance request fees via desk evaluation only and not requiring a site visit: Eighty-eight dollars.

((~~N~~))O. Technical advice site visit fee: One hundred seventy-seven dollars plus eighty-eight dollars per hour after two hours.

((~~O~~))P. Decommissioning of conveyance fee: One hundred seventy-seven dollars.

((~~P~~))Q. Re-commissioning fee of conveyance fee: One hundred seventy-seven dollars plus eighty-eight dollars per hour after two hours.

((~~Q~~))R. Operating a Conveyance without an Operator's Permit.

1. Failure to renew an operator's permit within thirty days of due date: A penalty fee of one hundred sixty-four dollars will be added to the operating permit fee and paid prior to issuing an operator's permit.

2. If an operator's permit has lapsed one hundred twenty days or more, a conveyance may be removed from service by the inspector.

((~~R~~))S. Annual Fee Adjustment.

Effective January 1, 2012, and the first of January of each year thereafter, the various elevator code fees set forth above shall be adjusted by the City of Spokane building official for an amount equal to the consumer price index adjustment of the previous July - July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the city council for approval and a copy of the approved fees filed with the city clerk and city building official before becoming effective.

Section 9. That the Penalty Schedule – Building Construction found in SMC 01.05.150 is amended as follows:

SMC 1.05.150 **Penalty Schedule – Building Construction**		
Infraction		**Violation Class**
Chapter 14 IFC	Failure to Provide Fire Safety During Building Construction, Demolition, or Alteration	3
IFC 105 SMC 17F.080.050 SMC 17G.010.140 SMC 17G.010.150	Failure to Provide Plans/Specifications for Department Review	2
IFC 105 SMC 17F.080.060	Failure to Obtain Required Permit	2
IFC 111 SMC 17G.010.080	Working in Disregard of Stop-work Order	1
IFC 605.9	Use of Temporary Wiring in an Unapproved Manner	1
IFC 3801.2	Installation of LPG Equipment Without Permit	2
IMC 106.2 SMC 17F.090.030	Lack of Permit Required by IMC 106.1	1
SMC 10.26.010(A)	Relocate Building Without Permit	2
SMC 10.29.010(B)	Blasting Without Permit	1
SMC 10.29.032	Excess Heating Apprentices on Job	3
SMC 10.29.040	Unsupervised Plumbing Apprentice	2
SMC 11.08.030 SMC 17F.090.030	Install, Alter, Replace System Actively Using Solar Energy Without Building, Mechanical, or Combination Permit	3

SMC 1.05.150 Penalty Schedule – Building Construction		
Infraction		**Violation Class**
SMC 11.17.050 - SMC 11.17.330	Violation of Sign Code	2
SMC 13.03.0330	Connection to Sewer Without Permit	1
SMC 17F.030.040	Install Boiler, Pressure Vessel Without Installation Permit	1
SMC 17F.030.100	Repair, Alter Boiler, Pressure Vessel Without Repair Permit	1
SMC 17F.040.020	Grading Without Permit (Adopted Appendix of the International Building Code: SMC 8.02.031)	1
IBC 105 IRC 105 IEBC 105	Construction Without Building Permit	2
SMC 17F.040.075	Must Use City Solid Waste Collection/Disposal as Condition of Building/Demolition Permit	1
SMC 17F.040.190 SMC 17F.050.140 SMC 17F.090.070 SMC 17F.100.040	Failure to Take Corrective Action	2
SMC 17F.050.020	Work Without Electrical Permit	1
SMC 17F.050.040	Improper or Unapproved Electrical Material or Equipment	1
SMC 17F.060.020	Work Without Elevator Installation Permit	1
SMC 17F.060.030	Failure to have City Inspector witness required conveyance tests	1
SMC 17F.060.040 SMC 08.02.033	Failure to De-Commission a Conveyance	1
SMC 17F.080.050 SMC 17F.080.140	Install, Alter, Repair Fire Protection/Extinguishing Equipment Without Permit	1
SMC 17F.100.020	Plumbing Without Permit	2

SMC 1.05.150 Penalty Schedule – Building Construction		
Infraction		**Violation Class**
SMC 17G.010.100(C)(2)	Installation/Repair of Gas- or Oil-fueled HVAC Equipment Without Permit	1

PASSED BY THE CITY COUNCIL ON _____, 2018.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 11/12/2018		Date Rec'd	11/5/2018
		Clerk's File #	ORD C35700
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	MIKE FAGAN 625-6257	Project #	
Contact E-Mail	MFAGAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 - ESTABLISHING PENALTIES FOR SERVICE ANIMAL MISREPRESENTATION		

Agenda Wording

An ordinance prohibiting the misrepresentation of an animal as a service animal, prescribing allowable inquiries; setting penalties for such misrepresentation.

Summary (Background)

The Washington legislature recently amended the RCW to provide for penalties for misrepresenting animals as service animals. This ordinance incorporates the state law requirements and amends the human rights code (Title 18) to provide for a class 3 civil infraction with escalating penalties for repeat misrepresentations of an animal as a service animal.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	PSCH Comm., 11/5/2018
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

ORDINANCE NO. C-_____

An ordinance prohibiting the misrepresentation of an animal as a service animal, prescribing allowable inquiries concerning service animals, and setting the penalty for such misrepresentation; amending sections 18.06.040 and 01.05.210 of the Spokane Municipal Code.

WHEREAS, service animals such as guide dogs are a valuable help for people many people with disabilities; and

WHEREAS, Title 18 of the Spokane Municipal Code currently contains some guidelines for the use of guide dogs and service animals and provides that they may only be used by people with disabilities; and

WHEREAS, recently, an amendment to the Revised Code of Washington, which will go into effect on January 1, 2019, adds a prohibition on the misrepresentation of an animal as a service animal and allows law enforcement and the operators of public accommodations to make limited inquiries as to the task and purpose of an animal represented to be a service animal; and

WHEREAS, the City of Spokane intends to clarify the local requirements for the use of service animals by ensuring that only ADA-recognized animals, such as dogs and miniature horses, trained for specific tasks or assistance for people with disabilities may be represented to the public as such and providing penalties for the misrepresentation of an animal as a service animal.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 18.06.040 of the Spokane Municipal Code is amended to read as follows:

Section 18.06.040 ((~~Misrepresentation in the~~)) Use of White Cane, Dog Guide or Service Animal

A. It shall be unlawful for any pedestrian who is not totally or partially blind to use a white cane or any pedestrian who is not totally or partially blind or does not have a hearing impairment to use a dog guide or any person who does not have a disability as defined in this chapter to use a service animal in any of the places, accommodations or conveyances listed in SMC 18.01.030(Q), for the purpose of securing the rights and privileges accorded by this chapter to persons with total or partial blindness, hearing impairment or who have other disabilities.

B. It shall be unlawful for any person to misrepresent an animal as a service animal. For purposes of this section, a person misrepresents an animal as a service animal if the person:

1. Expressly or impliedly represents that an animal is a service animal as defined in SMC 18.01.030(X) for the purpose of securing the rights or privileges afforded disabled persons accompanied by service animals set forth in state or federal law; and

2. Knew or should have known that the animal in question did not meet the definition of a service animal.

C. A law enforcement officer may investigate and enforce this section by making an inquiry of the person accompanied by the animal in question as allowed by SMC 18.06.040(D), and issuing a civil infraction.

D. A law enforcement officer or place of public accommodation may not ask about the nature or extent of a person's disability, but may specifically ask if the animal is required because of a disability and what work or task the animal has been trained to perform. A law enforcement officer or place of public accommodation shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal, or require that the service animal demonstrate its task. Generally, a law enforcement officer or place of public accommodation may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for a person with a disability, such as a dog is observed guiding a person who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to a person with an observable mobility disability. Refusal to answer the questions allowed under this subsection creates a presumption that the animal is not a service animal and the law enforcement officer may issue a civil infraction and require the person to remove the animal from the place of public accommodation.

E. A place of public accommodation shall make reasonable modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability in accordance with SMC 18.01.030(X) if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability. In determining whether reasonable modifications in policies, practices, or procedures can be made to allow a miniature horse into a facility, a place of public accommodation shall act in accordance with all applicable laws and regulations.

F. Violation of this section is a class 3 civil infraction. The penalty for each subsequent violation of this code by the same person shall be increased by one class of civil infraction.

Section 2. That section 01.05.210 of the Spokane Municipal Code is amended to read as follows:

Section 01.05.210 Penalty Schedule

A. For each subsequent violation by a person the classification of infraction advances by one class.
B. Infraction/Violation Class.

SMC 1.05.210 Penalty Schedule - Personal Conduct		
Infraction		**Violation Class**
IFC 307.1	Open Burning	1
SMC 10.03.100	Offenses Relating to Safety and Sanitation	4
SMC 10.03.110	Allow Animal in Riverfront Park or Special Permitted Event Area when Banned	3
SMC 10.08.010	Deposit of Tobacco Product Capable of Being Lit	$500
SMC 10.08.010	Littering, Unlawful Disposal of Rubbish	1
SMC 10.08D.080 SMC 10.08D.090(C) SMC 10.08D.120 – First violation within a one year period	Noise Control	2
SMC 10.08.055	Purchase, Possession of Tobacco by Minor	3
SMC 10.08.100 SMC 10.08.120 SMC 10.08.140(B-D)	Homeless Encampment	1
SMC 10.08.246	Liquor Purchase by Apparently Intoxicated Person	$500
SMC 10.08A.040(D)	Failure to Respond – Chronic Nuisance	1
SMC 12.06A.050	Penalty for Violation of Park Rules and Regulations	1
SMC 10.11.042	Not Having or Displaying Concealed Pistol License	1
SMC 10.15.115	Selling or Giving Drug Paraphernalia	1
SMC 10.15.220	Open Possession/Consumption of Marijuana, Usable Marijuana or Marijuana-Infused Products	3
SMC 10.17.030	Helmet Safety – Failure to Wear Approved Helmet	4
SMC 10.17.040	Helmet Safety – Failure to Require Wearing of Approved Helmets at Special Events	4
SMC 10.17.050	Helmet Safety – Failure to Rent, Lease, or Loan Approved Helmet	4
SMC 10.17.060	Helmet Safety – Failure to Sell or Offer to Sell Approved Helmet	4
SMC 10.24.060	Property Damage by Animal	3
SMC 10.24A140	Animal Safety – Animal Left in Vehicle or Enclosed Space	2
SMC 10.24A.150	Dog Tether Safety	2
SMC 10.33A.055	Sell, Use, Discharge Fireworks	1

SMC 12.02.910 SMC 12.02.914	No Tree Permit; Destroy, Injure Street Tree, or Other Violations	1
SMC 17F.100.050	Disposal of Liquid Waste in Unapproved Place or Manner	1
SMC 17G.050.050	Ex Parte Contact with Adjudicative Officer	2
SMC 18.01.040	Reprisal or Retaliation	1
Ch. 18.02	Nondiscrimination in Employment Practices	1
Ch. 18.03	Nondiscrimination in Housing Practices	1
SMC 18.06.040	Misrepresenting an animal as a service animal	3

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 10/29/2018		**Date Rec'd**	10/15/2018
		Clerk's File #	ORD C35690
		Renews #	
Submitting Dept	PLANNING	**Cross Ref #**	
Contact Name/Phone	TIRRELL BLACK 625-6185	**Project #**	
Contact E-Mail	TBLACK@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0650 - CLANTON FAMILY, LLC LAND USE PLAN MAP AMENDMENT		

Agenda Wording

Clanton Family, LLC) is to amend the land use plan map for three parcels located on the SE corner of West 6th Avenue and South Stevens St. from "office" to "general commercial"; the size is approximately 0.68 acres.

Summary (Background)

AN ORDINANCE RELATING TO APPLICATION MADE BY CLANTON FAMILY LLC, PLANNING FILE #Z17-621COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" TO "GENERAL COMMERCIAL" FOR APPROXIMATELY 0.68 ACRES TOTAL DESCRIBED AS: LOTS 1-4, BLOCK 93, SECOND ADDITION TO RAILROAD ADDITION TO SPOKANE FALLS; AND AMENDING THE ZONING MAP FROM "OFFICE RETAIL (OR-150)" TO "COMMUNITY BUSINESS (CB-150)."

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TRAUTMAN, HEATHER	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	Plan Commission Mtg
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	RICHMAN, JAMES	tblack@spokanecity.org	
For the Mayor	SANDERS, THERESA	htrautman@spokanecity.org	
Additional Approvals		dkinder@spokanecity.org	
Purchasing		sbishop@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

THOSE PORTIONS OF THE VACATED 5TH AVE BETWEEN ASSEMBLY ST AND RUSTLE ST; THOSE PORTIONS OF THE VACATED BEMIS ST BETWEEN SUNSET BOULEVARD AND THE INTERSTATE; AND THOSE PORTIONS OF BLOCK F OF THE ABERNETHY TRACT ADDITION LYING NORTH OF THE RAMP OF THE INTERSTATE; AND AMENDING THE ZONING MAP FROM "OFFICE (O-70)" TO "GENERAL COMMERCIAL (GC-70)."

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

ORDINANCE C35690

AN ORDINANCE RELATING TO APPLICATION MADE BY CLANTON FAMILY LLC, PLANNING FILE #Z17-621COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" TO "GENERAL COMMERCIAL" FOR APPROXIMATELY 0.68 ACRES TOTAL DESCRIBED AS: LOTS 1-4, BLOCK 93, SECOND ADDITION TO RAILROAD ADDITION TO SPOKANE FALLS; AND AMENDING THE ZONING MAP FROM "OFFICE RETAIL (OR-150)" TO "COMMUNITY BUSINESS (CB-150)."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z17-621COMP was timely submitted to the City for consideration during the City's 2017/2018 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z17-621COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" to "General Commercial" for 0.68 acres of the subject properties. If approved, the implementing zoning designation requested is "Community Business (CB-150)"; and

WHEREAS, staff requested comments from agencies and departments on April 20, 2018, and a public comment period ran from May 29, 2018 to July 27, 2018; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 19, 2018; and

WHEREAS, the Spokane City Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on July 11, 2018; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 28, 2018 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on September 11, 2018; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 12, 2018 Plan Commission Public Hearing was published on August 29, 2018 and September 5, 2018; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 29, 2018; and

WHEREAS, the staff report for Application Z17-621COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 12, 2018 for the Application Z17-621COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z17-621COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 9 to 1 to recommend approval of Application Z17-621COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z17-621COMP is approved.

2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Plan Map is amended from "Office" to "General Commercial" for 0.68 acres, as shown in Exhibit A.

3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "Office Retail (OR-150)" to "Community Business (CB-150)" for this same area, as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2018.

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Exhibit A

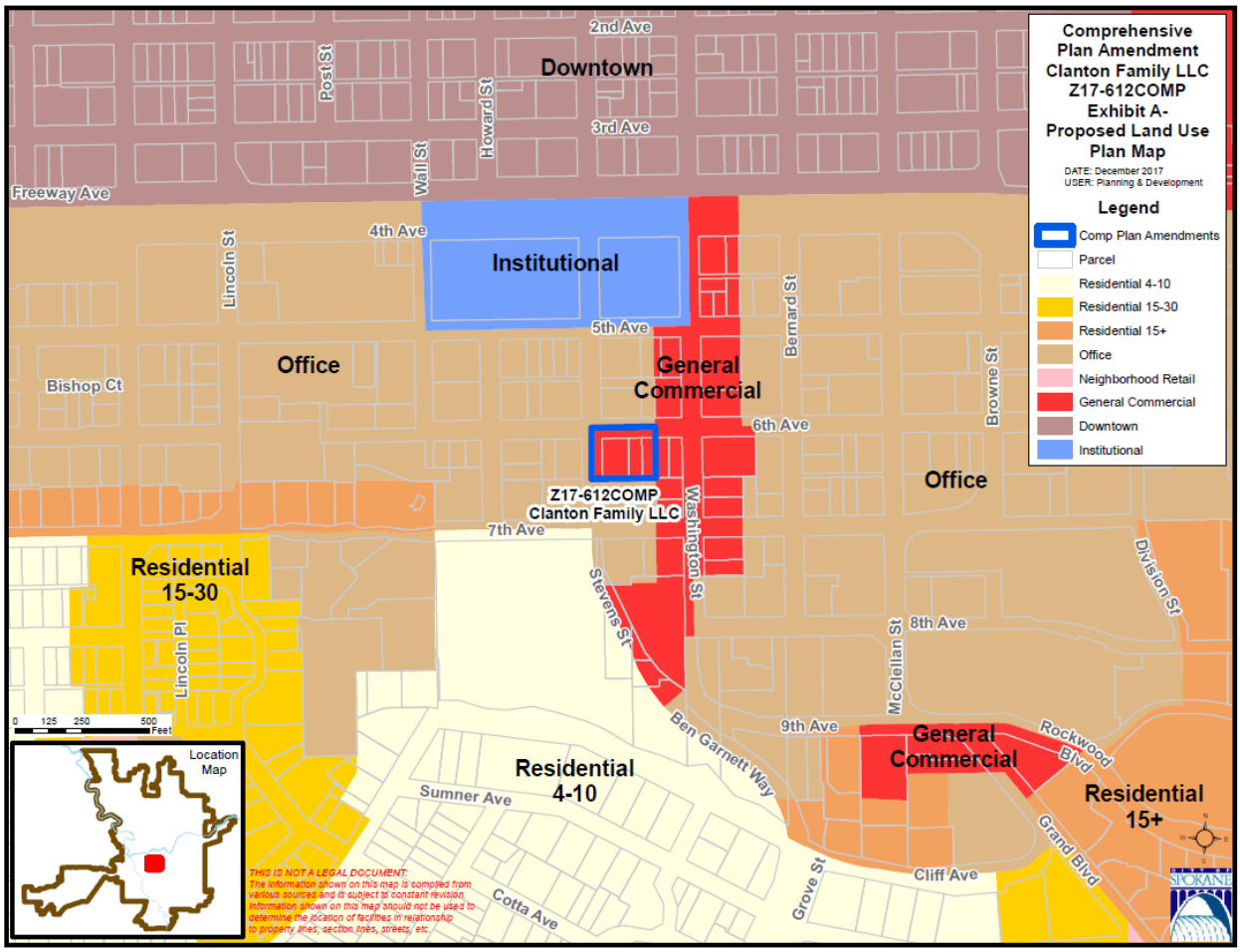
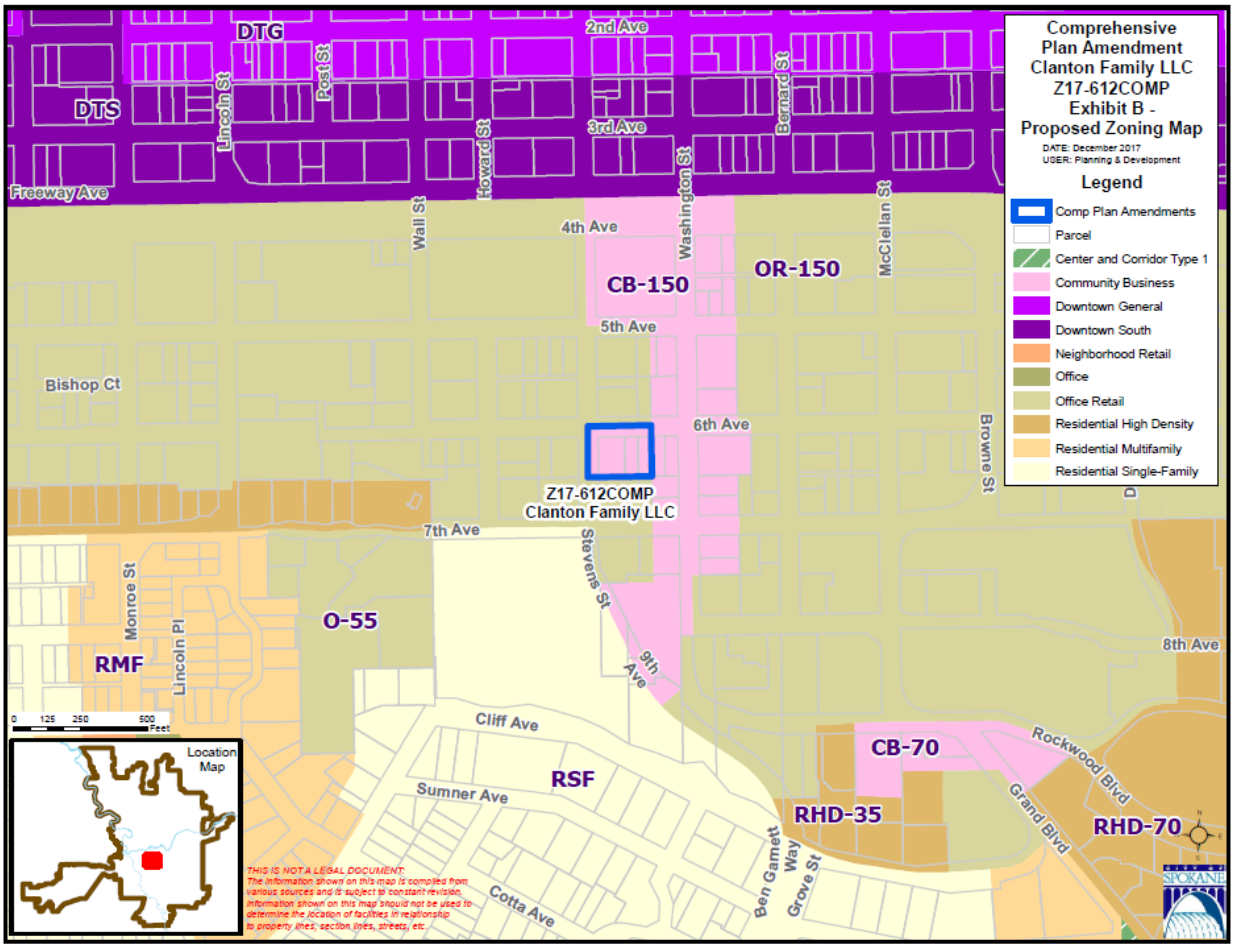

Comprehensive Plan Amendment
Clanton Family LLC
Z17-612COMP
Exhibit A-
Proposed Land Use Plan Map
DATE: December 2017
USER: Planning & Development
Legend
Comp Plan Amendments
Parcel
Residential 4-10
Residential 15-30
Residential 15+
Office
Neighborhood Retail
General Commercial
Downtown
Institutional
Downtown
Institutional
Office
General Commercial
Office
Residential 15-30
Residential 4-10
General Commercial
Residential 15+
Z17-612COMP
Clanton Family LLC
2nd Ave
3rd Ave
4th Ave
5th Ave
6th Ave
7th Ave
8th Ave
9th Ave
Post St
Howard St
Wall St
Freeway Ave
Lincoln St
Bishop Ct
Bernard St
Browne St
Washington St
Stevens St
Lincoln Pl
McClellan St
Division St
Ben Garnett Way
Rockwood Blvd
Grand Blvd
Cliff Ave
Grove St
Sumner Ave
Cotta Ave
0 125 250 500 Feet
Location Map
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.

Exhibit B


Comprehensive Plan Amendment
Clanton Family LLC
Z17-612COMP
Exhibit B -
Proposed Zoning Map
DATE: December 2017
USER: Planning & Development
Legend
Comp Plan Amendments
Parcel
Center and Corridor Type 1
Community Business
Downtown General
Downtown South
Neighborhood Retail
Office
Office Retail
Residential High Density
Residential Multifamily
Residential Single-Family
DTG
DTS
2nd Ave
3rd Ave
4th Ave
5th Ave
6th Ave
7th Ave
8th Ave
9th Ave
Freeway Ave
Lincoln St
Post St
Howard St
Wall St
Washington St
Bernard St
McClellan St
Browne St
Stevens St
Monroe St
Lincoln Pl
Bishop Ct
Cliff Ave
Sumner Ave
Cotta Ave
Ben Garnett Way
Grove St
Rockwood Blvd
Grand Blvd
CB-150
OR-150
CB-70
O-55
RMF
RSF
RHD-35
RHD-70
Z17-612COMP
Clanton Family LLC
Location Map
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.

Plan Commission Findings

Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations on the Comprehensive Plan Land Use Plan Map Amendment File No. Z2017-621COMP (CLANTON FAMILY LLC)

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from "Office" to "General Commercial" for a .69 acre area located at the intersection of West 6th Avenue and South Stevens Street. The implementing zoning designation requested is to change to Community Business with 150 foot height limit (CB-150).

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. Amendment application Z2017-621COMP (the "Application") was timely submitted for review during the City's 2017/2018 amendment cycle.

D. The Application seeks to amend the land use designation for a .69 acre area located at the intersection of West 6th Avenue and South Stevens Street, near downtown Spokane (the "Property"), from "Office" to "General Commercial" with a corresponding change in zoning to Community Business with a 150-foot height limit (CB-150). The owner of the Property also owns the two parcels immediately to the east of the Property resulting in common ownership holding that spans the entire south side of West 6th Avenue between Stevens and S. Washington Street. The intersection of West 6th and Stevens and West 6th and Washington are both signalized.

E. South Stevens Street and South Washington Street function as a couplet and the City's 2003-2004 Traffic Flow Map shows a combined daily average of 28,400 vehicle trips on the couplet.

F. Annual amendment applications are subject to a threshold review process to determine whether the applications will be included in the City's Annual Comprehensive Plan Amendment Work Program.

G. On February 7, 2018, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.

H. On March 26, 2018, the City Council adopted Resolution RES2018-0021 establishing the 2018 Comprehensive Plan Amendment Work Program, and including the Application in the Work Program.

I. Thereafter, on April 20, 2018, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Application.

J. A public comment period ran from May 28, 2018 to July 27, 2018 which provided a 60 day public comment period. The City did not receive any negative comments regarding the Application.

K. On May 3, 2017, the Community Assembly received a presentation regarding the 2018 Comprehensive Plan Amendment Work Program and the Application, and has been provided with information regarding the dates of Plan Commission workshops and hearings.

L. On July 11, 2018, the Spokane City Plan Commission held a workshop to study the Application.

M. On August 28, 2018, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the Application. The deadline to appeal the SEPA determination was September 11, 2018.

N. On September 19, 2018, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

O. On August 29 and September 5, 2018, the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 12, 2018 Plan Commission Public Hearing.

P. On August 29, 2018, Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property.

Q. Prior to the Plan Commission hearing, staff prepared a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application was generally favorable and suggested the Plan Commission's recommendation on the application may be contingent on the Plan Commission's interpretation of the legislative intent around Comprehensive Plan Policies 1.8 and 1.9.

R. On September 12, 2018, the Plan Commission held a public hearing on the Application, and deliberations were continued to the Commission's September 26, 2018 meeting.

S. Nobody testified in opposition to the Application, and the City did not receive any adverse comments from the public or otherwise regarding the Application. A neighboring property owner testified in support of the Application.

T. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

U. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

V. Comprehensive Plan Chapter 2, Implementation, Section 2.3 provides:

> This section establishes a process to ensure the Plan functions as a living document, advancing the long range vision for the community, while also being responsive to changing conditions. The intended outcomes of these matrices are:
>
> . . . .
>
> Ensure the Plan is a living document, capable of responding to changing conditions and expanding information.

W. The Plan Commission finds that as a couplet, Stevens and Washington function as single arterial for purposes of Comprehensive Plan Policy LU 1.8, General Commercial Uses, and that to the extent LU 1.8 applies to the Application it is entitled to the exception recognized in that policy for expansion of an existing commercial designation at the signalized intersection of at least one principal street which as of September 2, 2003, had traffic at volumes greater than 20,000 vehicular trips a day.

X. With respect to Comprehensive Plan Policy LU 1.9, the Plan Commission finds that approval of the Application will not impact the economic viability of the City's downtown and that the benefits to the City of commercial development on the Property, including increased sales and property taxes, would outweigh any potential or perceived impacts on downtown Spokane.

CONCLUSIONS:

Based upon the application materials, technical studies, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented

regarding the Application File No. Z2017-621COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was timely submitted and added to the 2018 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The Application is consistent with the goals and purposes of GMA.

4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent within the meaning of SMC 17G.020.030E. The Plan Commission disagrees with the Staff Report to the extent it suggests the possibility of any inconsistency between the Application and Comprehensive Plan Policies LU 1.8 and LU 1.9.

6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the reginal transportation plan, and official population growth forecasts.

7. The Application has been considered simultaneously with the other proposals included in the 2018 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.

8. SEPA review was completed for the Application, and pursuant to SEPA, any adverse environmental impacts associated with the Application will be mitigated by enforcement of the City's development regulations.

9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).

11. The proposed map amendment and site is suitable for the proposed designation.

12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z2017-621COMP, a request by Dwight Hume, Land Use Solutions and Entitlement on behalf of Clanton Family LLC to change the land use plan designation on .69 acres of land from "Office" to "General Commercial" with a corresponding change of the implementing zoning to CB (Community Business), as based upon the above listed findings and conclusions, by a vote of 9 to 1, the Plan Commissions recommends to City Council the APPROVAL of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan, and authorized the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the Application.

Dennis Dellwo, President
Spokane Plan Commission
October 10, 2018

Staff Report

STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
3 lots at the southeast corner of W. 6th Avenue and South Stevens St.; File Z17-621COMP

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

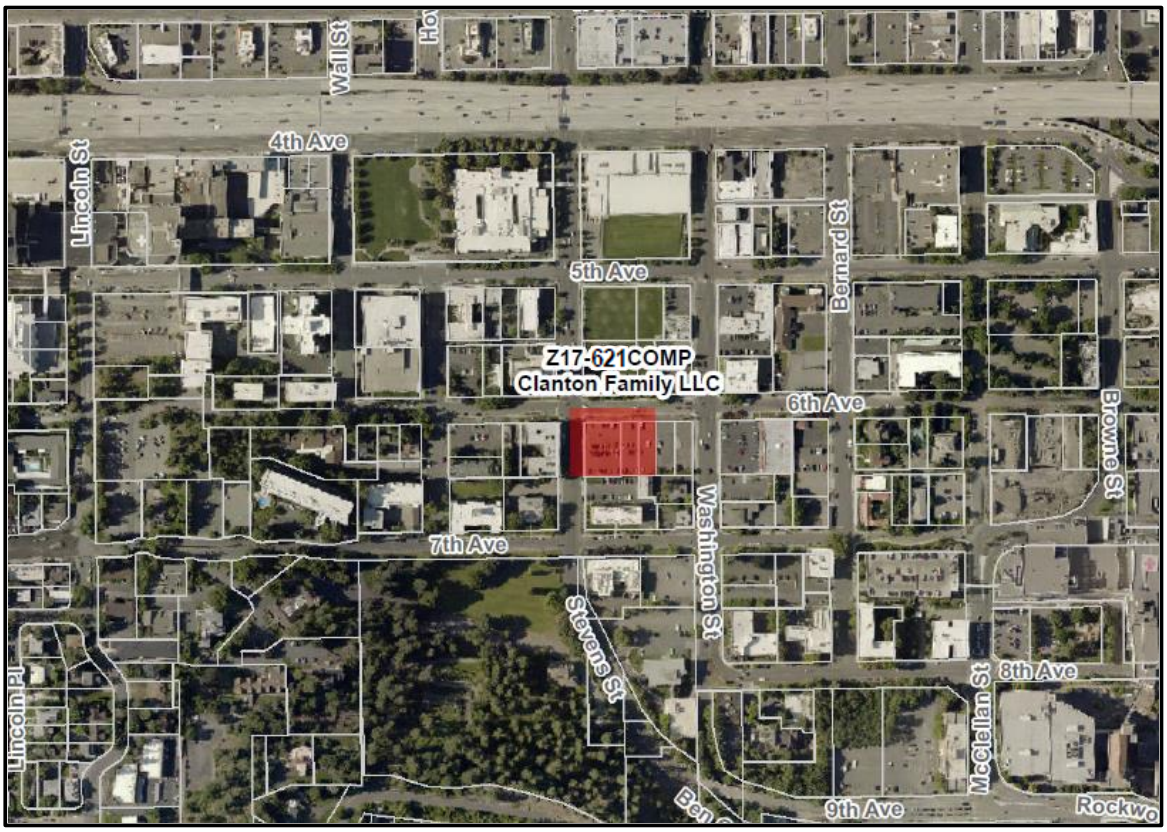
DESCRIPTION OF PROPOSAL:

The proposal is to change the land use of the properties from "Office" to "General Commercial" with a concurrent change in zoning from OR (Office Retail) to CB (Community Business). The subject property is approximately 30,000 square feet (0.69 acre) in size. No specific development proposal is being approved at this time.

II. GENERAL INFORMATION

Agent:	Dwight Hume, Land Use Solutions and Entitlement
Applicant/Property Owner(s):	Clanton Family LLC
Location of Proposal:	The subject site includes 3 adjoining parcels located on the southeast corner of West 6th Avenue and South Stevens Street (parcels 35191.5101, .5102, and .5103). The concerned properties total approximately 0.69 acres.
Legal Description:	Lots 1-4, Block 93, Second Addition to Railroad Addition to Spokane Falls.
Existing Land Use Plan Designation:	"Office"
Proposed Land Use Plan Designation:	"General Commercial"
Existing Zoning:	OR-150 (Office Retail)
Proposed Zoning:	CB-150 (Community Business)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on August 28, 2018. The appeal deadline is 5 p.m. on September 18, 2018. (see **Exhibit S-1**).
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	September 12, 2018
Staff Contact:	Tirrell Black, Associate Planner; tblack@spokanecity.org
Recommendation:	Pending a policy interpretation and recommendation from the Plan Commission.

III. BACKGROUND INFORMATION



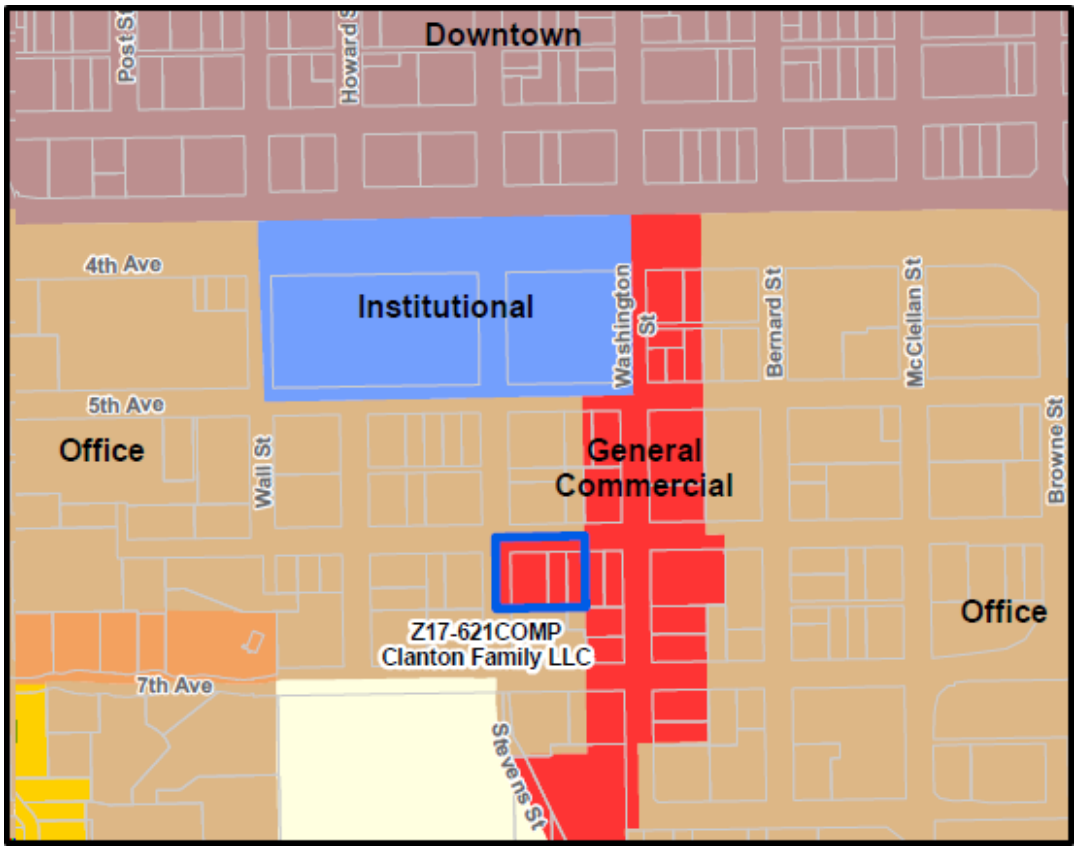
A. Site Description: The subject property consists of three adjoining parcels on the south side of W 6th Avenue, extending from the intersection with S Stevens Street to mid-block. The area was originally platted in 50-by-150 foot lots. The two lots at the northwest corner of the block are consolidated into a single parcel (35191.5101), and the other two parcels making up the subject property (35191.5102 and 35191.5103) remain as originally platted. Together, the three parcels making up the subject property total approximately 30,000 square feet (0.69 acres) in size. The two parcels immediately to the east are also owned by the applicant, resulting in a common ownership holding that spans the entire south side of W 6th Avenue between S Stevens Street and S Washington Street. The site slopes downward approximately five feet from the south boundary to the north frontage along 6th Avenue.

The subject property and two adjacent parcels making up the holding are currently used as a surface parking lot, taking access from a single driveway onto W 6th Avenue near the center of the block. The south half of the block is developed with a four-story apartment complex, constructed in 1958, an office building adapted from a house constructed in 1900, and a small retail building at the southeast corner of the block. Existing development in the vicinity generally consists of apartment buildings dating from the early-to-mid 1900s, and small professional office buildings, often in converted single family residences. Health care and

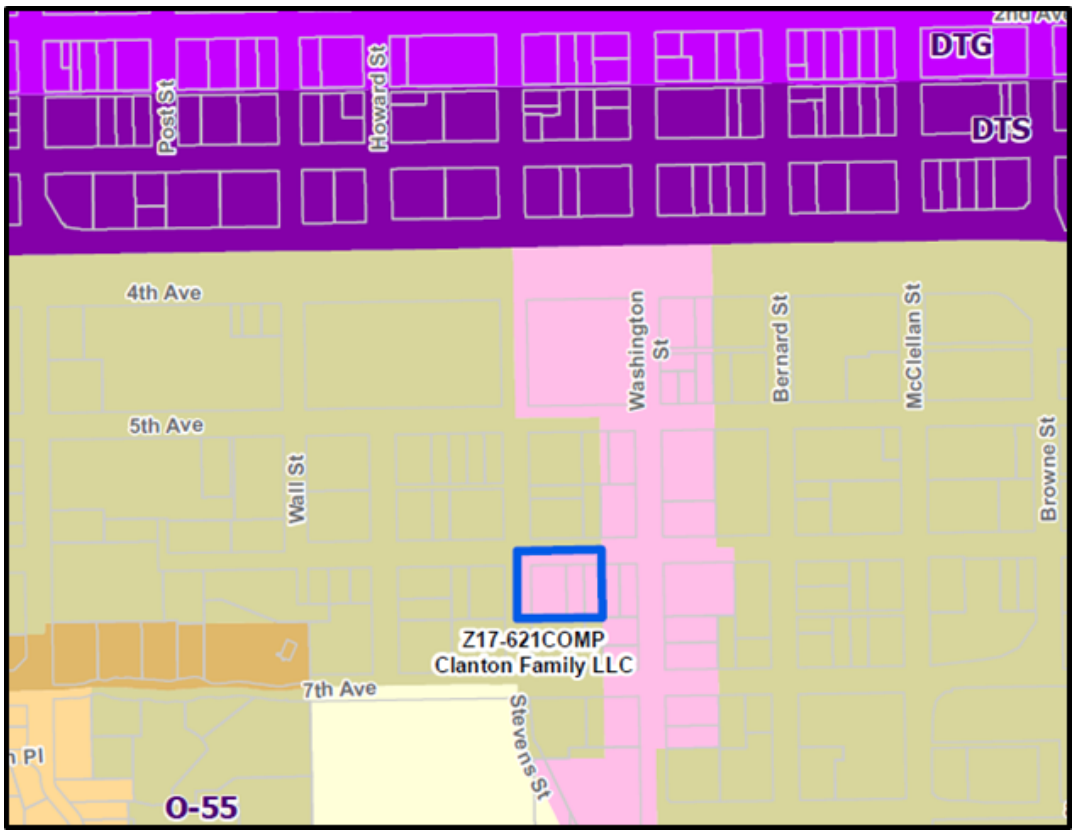
related professions make up a large share of the office uses in the vicinity, reflecting the presence of Deaconess Hospital approximately three blocks to the northwest and Sacred Heart Hospital two blocks to the southeast. Together, S Stevens Street and S Washington Street from a one-way couplet serving the central South Hill, providing connections to S Grand Boulevard and S Bernard Street.

B. Project Description: Pursuant to the procedures provided in Spokane Municipal Code Section 17G.020, "Comprehensive Plan Amendment Procedure," the applicant is requesting a comprehensive plan land use plan map designation change from "Office" to "General Commercial." If approved, the zoning would be changed from OR-150 (Office Retail – 150 feet) to CB-150 (Community Business – 150 feet). The applicant's proposal does not include any specific plans for development or improvement to the property. At time of development and improvement of the site, the project would be subject to all relevant provisions of the City's unified development code, including without limitation, Chapter 17D.010 SMC relating to concurrency.

C. Existing Land Use Plan Map Designations with Subject Property in Blue



D. Existing Zoning Plan Map with Subject Property in Blue



E. Land Use History

The subject property was platted as Lots 1-4 of Block 93 of the Second Addition to the Railroad Addition to Spokane Falls, recorded in 1888. In the early decades of the 20th Century, a Spokane Traction Company streetcar line ran southward from downtown along Stevens Street, turning east along 6th Avenue for a single block adjacent to the subject property, and continued southward on Washington Street. Historical aerial photos indicate that as of 1958, the subject property was developed with single and multifamily residential structures, with Washington Street serving as a two-way arterial and Stevens Street providing local access prior to the development of the couplet. Zoning maps from 1958 through the early 2000s designate the subject property as RO (Residential Office), with B-2 (Community Business) zoning along Washington Street. Since the establishment of the current zoning code in 2006, the subject property has been zoned OR-150 (Office Retail with 150 foot height limit) with the historic pattern of commercial zoning on either side of Washington Street implemented by CB-150 (Community Business with 150 foot height limit) zoning.

F. Adjacent Land Uses and Improvements:

North (across W 6th Avenue):	Office; Parks/Sports Fields (Lewis & Clark High School practice field)
South:	Office; Apartment Building
East:	General Commercial; surface parking

West (across S Stevens Street):	Office; apartment Building

G. Transportation Improvements. The subject property lies immediately east of S Stevens Street, which is designated as a Major Arterial. S Stevens Street forms a couplet with S Washington Street, a Major Arterial one block to the east. W 6th Avenue runs along the northern boundary of the subject property and is designated as a local street, with signalized intersections at either end of the block where it intersects with Stevens Street and Washington Street. Spokane Transit Authority Route 44 provides bus service along the Stevens-Washington couplet, with 15-minute service on weekdays and hourly service on weekends between the downtown transit plaza and South Hill Park & Ride.[1]

H. Application Process:

- Application was submitted on October 30, 2017 and Certified Complete on April 20, 2018;
- City Council established the Annual Comprehensive Plan Amendment Work Program for 2018 by resolution (RES 2018-0021) on March 26, 2018;
- Applicant was provided Notice of Application on May 16, 2018;
- Notice of Application was posted, published, and mailed on May 29, 2018, which began a 60-day public comment period. The comment period ended July 27, 2018;
- A SEPA Determination of Non Significance was issued on August 28, 2018;
- Notice of Public Hearing was posted and mailed by August 29, 2018;
- Notice of Public Hearing was published on August 29 and September 5, 2018;
- Hearing Date is scheduled with the Plan Commission for September 12, 2018.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as **Exhibits PA-1** through **PA-2**. Two agency/city department comments were received regarding this application:

- City of Spokane, Planning & Development, Development Services
- Spokane Tribe of Indians

Comments from the Spokane Tribe of Indians indicate that because the application does not include specific development proposals and only concerns the land use and zoning of the subject property, impacts to cultural resources are unlikely at this time. The City of Spokane Planning & Development comments indicate that existing water, sewer,

[1] https://www.spokanetransit.com/routes-schedules/route/44-29th-ave, accessed August 16, 2018.

stormwater, and transportation facilities serving the subject property are currently adequate but would need to be reviewed at the time of a future development proposal.

Notice of this proposal was also sent to the Cliff Cannon Neighborhood Council and all property owners within the notification area. Notice was posted on the subject property, in the Spokesman Review, and in the local library branch. No comments were received from property owners in the vicinity, or members of the public at large prior to the comment deadline. Cliff Cannon Neighborhood Council submitted comments raising concerns regarding items not included on the SEPA checklist submitted with the application (see **Exhibit P-1**). In response, the applicant submitted a revised SEPA checklist incorporating the resources identified in Cliff Cannon Neighborhood Council's comments.

V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. The proposed changes must result in a net benefit to the general public.

VI. REVIEW CRITERIA

SMC Section 17.G.020.030 provides a list of considerations that are to be used, as appropriate, by applicants in developing amendment proposals, by planning staff in analyzing proposals, and by the plan commission and city council in making recommendations and decisions on amendment proposals. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff has reviewed and processed the proposed amendment in accordance with the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or local legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. This proposal has been reviewed for GMA compliance by staff from the Washington Department of Commerce. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, and transit service and lies immediately adjacent to existing local streets. Per State law, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020. Staff finds that the proposal meets this criterion.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: The subject property is centrally located within the City in an area well-served by urban facilities and services, and the proposal itself does not involve a specific development project. Implementation of the concurrency requirement, as well as applicable development regulations and transportation impact fees, will

ensure that development is consistent with adopted comprehensive plan and capital facilities standards, or that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

E. Internal Consistency.

1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis: In addition to goals and policies set forth in each element, the Comprehensive Plan contains supporting documents that range from implementing development regulations to neighborhood and subarea plans. The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan, as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Map and zone change would result in a property that cannot be reasonably development in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of criterion C, above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted After 2001. The Cliff-Cannon Neighborhood, utilizing the $21,150 allocated by the Spokane City Council in 2007, began a planning process in 2012 as part of consortium of neighborhoods known as the South Hill Coalition. The South Hill Coalition adopted the *South Hill Coalition Connectivity and Livability Strategic Plan* in June 2014. As the document title suggests, the *Strategic Plan* focused primarily on environmental and street connectivity issues. The plan does not identify any strategies relating to the future use or development of the subject parcel, nor were any priority projects identified within or adjacent to the subject parcel. Therefore, the proposal to change the land

use designation and zoning for the subject property is internally consistent with applicable neighborhood planning documents.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies which are excerpted from the Comprehensive Plan and contained in Exhibit S-2 of this report. Further discussion of cogent Comprehensive Plan policies are included under criterion K.2 below.

2. If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Staff Analysis: As described in further detail in staff analysis of criterion K.2, below, staff believes that the proposal's consistency with Comprehensive Plan policies regarding locational criteria for General Commercial areas is contingent on an interpretation of the legislative intent behind the exemption found in Land Use Policy LU 1.8 for certain commercial areas located adjacent to principal arterials. If the Plan Commission concludes that the exemption does not apply to properties located on one-way couplets, it would seem to follow that the proposal is inconsistent with Land Use Policy LU 1.8 which represents an effort to direct new commercial land uses to Centers and Corridors. If, on the other hand, the Plan Commission concludes that the City Council intended for the exemption to apply in situations such as the applicants (i.e., to properties located on heavily traveled one-way couplets), and recommends approval of this application, for purposes of consistency going forward it may be appropriate to also recommend modifying the application to include a text amendment to LU 1.8 to clarify that it applies to properties located on heavily traveled one-way couplets.

Also described in further detail in the analysis of criterion K.2, the proposal does not appear to be consistent with Comprehensive Plan policies regarding compatibility with adjacent land uses, and concentration of higher intensity developments in designated Centers and Corridors and the Downtown Regional Center.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: The proposed change in land use designations effects a relatively small (approximately 0.69 acre) area near the center of the urbanized area, with no foreseeable implications to regional or interjurisdictional policy issues. No

comments have been received from any agency, city department, or neighboring jurisdiction which seems to indicate that this proposal is not regionally consistent. The proposal meets this criterion.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. ***Grouping.***

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: This application, along with four other applications for comprehensive plan amendments, are being reviewed concurrently, as part of an annual plan amendment cycle. The five proposals under consideration are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the five subject properties for comprehensive plan amendment proposals are separated from the others by large swaths of pre-existing urban development. The conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed. The proposal meets this criterion.

H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17.E.050.

1. Grouping.
When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on August 29, 2018. The proposal meets this criterion.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: The proposal changes the land use designation of an area totaling approximately 0.69 acres within a built up area of the city served by the public facilities and services described in CFU 2.1. The proposed change in land use designations effects a relatively small area, does not include a development proposal, and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020, thereby implementing the policy set forth in CFU 2.2 Staff finds that the proposal meets this criterion.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The subject proposal does not involve an amendment to the Urban Growth Area boundary. Therefore, this criterion does not apply to this proposal.

K. Demonstration of Need.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved […]

Staff Analysis: The proposal is for a map change only and does not include any proposed policy adjustments. Therefore, this subsection does not apply.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Staff Analysis: Comprehensive Plan Policy LU 1.8 sets forth the locational criteria for the General Commercial land use designation, calling for the containment of General Commercial areas "within the boundaries of occupied by existing business designations and within the boundaries of designated Centers and Corridors." The existing strip of General Commercial designation along S Washington Street is consistent with this policy; as described above, a narrow commercial district developed along the adjacent frontages of Washington Street, which served as the sole north-south arterial in the vicinity prior to the introduction of the one-way couplet that now includes S Stevens Street. Development along the adjacent stretch of Stevens Street consists mainly of apartment buildings and professional offices, rather than the "wide range of commercial uses," including auto-oriented retail allowed under the General Commercial designation.

The proposal would expand the General Commercial use to three additional parcels which are not within a designated center or corridor and not within an existing General Commercial designation. Instead, the applicant contends that the proposal meets the following exemption to the commercial containment policy set forth in LU 1.8:

Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the

commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres.

The subject property is not at the corner of two principal arterial streets; S Stevens Street is a principal arterial and W 6th Avenue is a local street. The subject property is currently designated for Office use, rather than residential use, and is at the corner of a signalized intersection (at the corner of Stevens Street and 6th Avenue), one of which is a principal arterial. The applicant acknowledges that the City's 2003-2004 Traffic Flow Map shows only 11,200 average weekday trips on Stevens Street. However, the applicant contends that because the subject property, combined with the remainder of the applicant's current ownership holding, spans the entire block between two principal arterials forming a couplet, that the exemption should be based on a combined count of trips on both Stevens Street and Washington Street. The 2003-2004 Traffic Flow Map shows an average of 17,200 weekday trips on Washington Street, resulting in a combined daily average of 28,400 trips on the Stevens-Washington couplet.

The proposed expansion of the General Commercial designation would not extend more than 250 feet from the center of the intersection, consistent with the dimensional limits applicable to the exemption.

As suggested in Section E.2. above, in reviewing this application, the Plan Commission may consider whether or not the exemption language contained in LU 1.8 was intended to apply to the situation of a one-way couplet as suggested by the applicant. Staff offers the following considerations regarding the interpretation requested by the applicant:

- *The precedent resulting from the interpretation would apply to a limited number of properties throughout the city.* Staff conducted a citywide survey of commercially-designated properties along principal arterial couplets where 2003 traffic counts would exceed the 20,000 average daily trip threshold only if trips on both sides of the couplet were combined. The review found that this situation existed only on the Stevens/Washington couplet between I-90 and 9th Avenue, and potentially at three intersections on the northern portion of the Maple/Ash couplet.

- *The applicant's current holding contains five individual platted lots that may be sold separately at any time.* The interpretation proposed by the applicant relies on the fact that common ownership exists across the entire block

spanning the couplet, despite the potentially temporary nature of that ownership pattern.

- *The policy itself includes no indication that it is meant to address the situation of combined traffic counts on a couplet in excess of 20,000 ADT.* As acknowledged by the applicant, LU 1.8 makes no specific mention of one-way couplets. Other context within the policy and discussion language indicates that the exemption is not meant to apply to the present situation. Neither of the intersection configurations mentioned in the policy (crossing of two principal arterials, crossing of a local street and one principal arterial) correspond to a local street spanning the block between one-way streets in a couplet. Dimensional limits address how far a commercial designation can extend from a single arterial frontage.

b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: The applicant's written statement indicates that the proposal would enhance the suitability of two easterly lots adjacent to Washington Street, also owned by the applicant and already designated General Commercial and zoned CB-150. The proposal would result in uniform land use designation and zoning across the applicant's holding spanning the entire south block face of W 6th Avenue between S Stevens Street and S Washington Street. However, rather than a situation in which the land use designation and zoning is split across a single property, the applicant's current holding consists of five tax parcels and six platted lots that can be sold to multiple owners at any time. Therefore, the evaluation of suitability should consider whether the proposed designation remains suitable under split ownership of the holding, or development of multiple projects across the holding.

Access and infrastructure in and around the subject property is consistent with the levels of service needed to accommodate auto-oriented retail and other typical uses in the General Commercial designation. The principal arterial streets on either side of the Stevens-Washington couplet, as well as signalized intersections on 6th Avenue, provide a reasonable possibility of accommodating traffic from a high-turnover retail use on the site. However, these typical uses are less compatible with existing development surrounding the subject property, which is characterized by a combination of early and mid-twentieth century apartment buildings and small scale professional offices. These existing uses are consistent with the Office Retail designation which currently applies to the subject property, and generally spans the Lower South Hill for several blocks south of I-90, with the exception of the Washington Street corridor.

c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

Staff Analysis: In addition to being located outside of an existing retail district or Center and Corridor, the subject property is located approximately three blocks outside of the Downtown Spokane Regional Center. Policy LU 1.9 prioritizes a "viable, economically strong downtown area" and encourages evaluation of the potential impacts to Downtown Spokane from land use changes in other parts of the city. The Economic Development element also includes Policy 3.10, which focuses support on "revitalizing downtown retail activity" and other economic and cultural activities in Downtown Spokane.

In 2009, the *Fast Forward Spokane: Downtown Plan Update* was adopted by reference as an element of the Comprehensive Plan. The plan incorporates a number of strategies for subdistricts at the perimeter of the downtown core, including South Side Strategy 1.22: "Encourage highway commercial and auto oriented sales and services to continue to locate along Third Avenue from Division Street to Maple Street." The subject property is located approximately three blocks from Third Avenue, the portion of downtown specifically designated for the types of uses allowed in the General Commercial designation.

Although currently vacant, the subject property sits within a mostly built-out district at the base of the South Hill designated Office Retail and containing a mixture of older apartment buildings and professional offices which support a concentration of health care providers. The cluster of health care facilities and supporting professional offices in this area rely on close proximity to the Sacred Heart and Deaconess Hospitals, constitute the geographic heart of the health care industry in Spokane and the broader Inland Northwest region, as well as the largest group of private employers in the region. Economic Development Policy ED 2.1 emphasizes providing "locations suited for [economic enterprises] based upon available public facilities, land capability, neighborhood uses, and an orderly development pattern," specifically for "living wage industries" such as health care.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the land use plan map amendment is approved as proposed, the zoning designation of the subject property will change from OR-150 (Office Retail with 150 foot height limit) to CB-150 (Community Business with 150-foot height limit). In interpreting the applicability of the General Commercial containment policy set forth in LU 1.8, the Plan Commission may identify certain

policy language changes as necessary to support the proposed land use plan map amendment. However, in the event of a map amendment, no policy changes are necessary to specifically support the concurrent change of zoning from OR-150 to CB-150. The proposal meets this criterion.

VII. STAFF RECOMMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan.

Staff believes that the application is consistent with many of the relevant review criteria, and that the Plan Commission's recommendation will be contingent upon its interpretation of the exemption in LU 1.8 and the competing policies in LU 1.9 which staff believes are intended to protect the economic strength of downtown Spokane, the City's most vital center.

VIII. LIST OF EXHIBITS

Exhibit	Description
A-1	Application Materials
A-2	SEPA Checklist
S-1	SEPA Determination of Non-Significance
S-2	Relevant Comprehensive Plan Policies
P-1	Public Comment – Cliff Cannon Neighborhood Council
PA-1	Department Comment - City of Spokane Planning & Development
PA-2	Agency Comment – Spokane Tribe of Indians

EXHIBIT S-2 – RELEVANT COMPREHENSIVE PLAN POLICIES

City of Spokane Comprehensive Plan

Land Use Element

LU 1.8 General Commercial Uses

Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres. City of Spokane Comprehensive Plan 3-12

If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

LU 1.9 Downtown

Develop city wide plans and strategies that are designed to ensure a viable, economically strong downtown area.

Discussion: Downtown Spokane, designated as the Regional Center, is a top community priority. Its wellbeing influences the entire region via employment, revenue generation, and transit. It should be a thriving Regional Center with a diversity of activities and a mix of uses so that it is alive and vibrant night and day. The mix of uses must include residential (high, medium and low-income), office, entertainment, retail, and parking. It should be developed as a unique collection of businesses, neighborhoods and open spaces with a vision and a plan to which all stakeholders contribute. Major land use changes within the city should be evaluated to identify potential impacts on Downtown.

Capital Facilities and Utilities Element

CFU 2.1 Available Public Facilities

Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.

Discussion: Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries. It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made from either the public or the private sector.

CFU 2.2 Concurrency Management System

Maintain a concurrency management system for all capital facilities.

Discussion: A concurrency management system is defined as an adopted procedure or method designed to ensure that adequate public facilities and services needed to support development and protect the environment are available when the service demands of development occur. The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public wastewater (sewer and stormwater), public water, solid waste, transportation, and schools.

The procedure for concurrency management includes annual evaluation of adopted service levels and land use trends in order to anticipate demand for service and determine needed improvements. Findings from this review will then be addressed in the Six-Year Capital Improvement Plans, Annual Capital Budget, and all associated capital facilities documents to ensure that financial planning remains sufficiently ahead of the present for concurrency to be evaluated.

The City of Spokane must ensure that adequate facilities are available to support development or prohibit development approval when such development would cause service levels to decline below standards currently established in the Capital Facilities Program.

In the event that reduced funding threatens to halt development, it is much more appropriate to scale back land use objectives than to merely reduce level of service standards as a way of allowing development to continue. This approach is necessary in order to perpetuate a high quality of life. All adjustments to land use objectives and service level standards will fall within the public review process for annual amendment of the Comprehensive Plan and Capital Facilities Program.

Economic Development Element

ED 2.1 Land Supply

Ensure opportunities for locating a variety of desirable, living wage industries in Spokane that are environmentally compatible with adjacent land uses and support a range of employment types.

Discussion: The City of Spokane encourages development of economic enterprises in locations suited for those uses based upon available public facilities, land capability, neighboring uses, and an orderly development pattern. These areas are identified in Chapter 3, Land Use.

To ensure that the economy can reasonably be sustained over the next 20 years, an adequate supply and variety of land must be available to attract new employers and to allow existing businesses to expand. Preplanning for specific areas of industrial and commercial development or employment centers allows the city to target funds for infrastructure improvements.

Strategies to enhance the city's ability to attract new industry include:

- establish and maintain an urban land atlas that identifies and contains information on available land that can be developed or redeveloped and that offers information on public/private development opportunities;
- prepare and maintain a market analysis of available infill sites;
- encourage aggregation of small industrial parcels to form larger sites;
- identify available vacant or underutilized public land;
- align public investment with economic activity and opportunity;

- identify potential areas for city-initiated SEPA Planned Actions; and

- aggressively seek funding to extend services to designated developable lands to attract new commercial and industrial development.

ED 3.10 Downtown Spokane

Promote downtown Spokane as the economic and cultural center of the region.

Discussion: Continue to support our economic partners in revitalizing downtown retail activity, expanding job opportunities in the public and private sectors, attracting recreational, arts, and entertainment and tourist businesses, and developing downtown housing.

Fast Forward Spokane: Downtown Plan Update

Chapter Six: District Strategies

South Side Strategy 1.22

Encourage highway commercial and auto oriented sales and services to continue to locate along Third Avenue from Division Street to Maple Street.

City of Spokane

Planning Services Department

General Application

DESCRIPTION OF PROPOSAL:
Comprehensive Plan Map Amendment from Office to General Commercial and from O-150 to CB-150

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)
415 and 417 W 6th Avenue; 605 S Stevens

APPLICANT:

Name:	Clanton Family LLC		
Address:	PO Box 18969, Spokane, WA 99228-0969		
Phone (home):	N/A	**Phone (work):**	509.466.3024
Email address:	rvogelsang@nwtrustee.com		

PROPERTY OWNER:

Name:	Same		
Address:			
Phone (home):		**Phone (work):**	
Email address:			

AGENT:

Name:	Land Use Solutions and Entitlement C/O Dwight Hume		
Address:	9101 N Mt. View Lane Spokane WA 99218		
Phone (home):		**Phone (work):**	509.435.3108
Email address:	dhume@spokane-landuse.com		

ASSESSOR'S PARCEL NUMBERS:

35191.5101, 5102 and 5103

LEGAL DESCRIPTION OF SITE:

Lots 1-4, Block 93, Railroad 2nd Addition to Railroad Addition

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SIZE OF PROPERTY:
30000 sf

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:
Map amendment and zone change

SUBMITTED BY:

Stephen Trefts, Manager Clark Family LLC 10/24/17

☒ Applicant ☒ Property Owner ☐ Property Purchaser ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, Stephen Trefts, owner of the above-described property do hereby authorize Dwight Hume to represent me and my interests in all matters regarding this application.

ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 24th day of October, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Stephen Trefts, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

TERI WILLIAMS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 9, 2021

Teri Williams

Notary Public in and for the State of Washington,
residing at Spokane

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Land Use Solutions & Entitlement

Land Use Planning Services
9101 N. MT. VIEW LANE Spokane, WA 99218
509-435-3108 (V)

(Hand Delivered)

10-23-17

Tirrell Black
Planning & Development Services
808 W Spokane Falls Blvd. 3rd Floor
Spokane WA 99201

Ref: Comprehensive Plan Map Amendment Office to General Commercial 6th and Stevens

Dear Tirrell:

If this application is somehow deemed to be inconsistent with policy, then virtually all other couplet properties that are of single ownership from one arterial to the other, are non-conforming to policy as well because all of the other couplet ownerships are currently of one single zone.

Furthermore, the option of deferring this to yet another study is a waste of taxpayer money and staff time. In addition, the subject request has been on hold by the City for two years; first to the "odd year" policy and then to the city-wide update. In the interim, it has been on the market with no takers due to the insufficient size of the current CB-150 2-lot zone at Washington and the lack of demand for more office zoning on the subject.

It is time to acknowledge both the market need and the burden a couplet property carries when half of its traffic flow comes along the other street, albeit a much safer traffic condition than two-way arterials and left turn movements.

I trust the ad-hoc committee will be empathetic to this request and allow it to move forward without further analysis.

Respectfully Submitted

Dwight J Hume

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City of Spokane

Planning Services Department

Comprehensive Plan or Land Use Code Amendment

Application

DESCRIPTION OF THE PROPOSED AMENDMENT Please check the appropriate box(es):

(Inconsistent Amendments will only be processed every other year beginning in 2005.)

☐ Comprehensive Plan Text Change

X Land Use Designation Change

☐ Regulatory Code Text Change

☐ Area-wide Rezone

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions (for all proposals):

a. Describe the nature of the proposed amendment and explain why the change is necessary.

The applicant/owner has the adjacent easterly 2 lots zoned CB-150. They total 15000 sf and are not large enough to accommodate retail users interested in the site. The inclusion of the westerly 30000 sf would enable the market to respond to the offer to lease the property and thereby add increased revenues to the City. Moreover, it would provide a common retail improvement from Stevens to Washington with access from 6th Avenue and two controlled intersections.

b. How will the proposed change provide a substantial benefit to the public?

The market forces would target the drive-by traffic and cater to the demand of that demographic. Currently, the site is vacant, as is the existing undersized CB-15 portion at Washington. It would therefore provide a convenience to the south hill commuters.

c. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies.

See Attached Supplement

d. Is this application consistent or inconsistent with the goals and policies of state and federal legislation, such as the Growth Management Act (GMA) or environmental regulations? If inconsistent, describe the changed community needs or priorities that justify such an amendment and provide supporting documents, reports or studies.

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As stated above, the proposed change complies with the adopted comprehensive plan. It therefore complies with all other applicable state and federal regulations imposed upon that adopted plan.

e. Is this application consistent with the Countywide Planning Policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the Regional Transportation Improvement District, and official population growth forecasts? If inconsistent please describe the changed regional needs or priorities that justify such an amendment and provide supporting documents, reports or studies.

See paragraph "d" above.

f. Are there any infrastructure implications that will require financial commitments reflected in the Six-Year Capital Improvement Plan?

No infrastructure impacts or financial commitments will be imposed by this action.

g. Will this proposal require an amendment to any supporting documents, such as development regulations, Capital Facilities Program, Shoreline Master Program, Downtown Plan, critical areas regulations, any neighborhood planning documents adopted after 2001, or the Parks Plan? If yes, please describe and reference the specific portion of the affected plan, policy or regulation.

No changes are imposed.

h. If this proposal is to modify an Urban Growth Area (UGA) boundary, please provide a density and population growth trend analysis. Changes to the Urban Growth Area may occur only every five years and when the Board of County Commissioners (BoCC) reviews all UGA's countywide. *Not Applicable*

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2. For Text Amendments:

a. Please provide a detailed description and explanation of the proposed text amendment. Show proposed edits in "line in/line out" format, with text to be added indicated by underlining, and text to be deleted indicated with ~~strikeouts~~.

b. Reference the name of the document as well as the title, chapter and number of the specific goal, policy or regulation proposed to be amended/added.

3. For Map Change Proposals:

a. Attach a map of the proposed amendment site/area, showing all parcels and parcel numbers.

b. What is the current land use designation? *Current designation is Office.*

c. What is the requested land use designation? *Proposed is General Commercial*

d. Describe the land uses surrounding the proposed amendment site (land use type, vacant/ occupied, etc.)

Subject: Vacant, former leased parking lot

North: Espresso Stand and school playground;

South: Apartments

West: Apartments

NW: Medical office building, pharmacy

NE: Condos

East: Credit Union

SE: Office, retail and vacant

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Comprehensive Plan Amendment Supplement

6th and Stevens Map Amendment Office to General Commercial

a. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies.

LU 1.8 Policy language states: "Contain general commercial areas within the boundaries occupied by existing business designations…" It then goes on to describe the parameters by which exceptions will be allowed via plan amendments. In short, it requires that the property front along a principal arterial of 20000 VTD.

I believe that the subject property is consistent with the intent of LU 1.8 in its narrative about exceptions and the parameters within which said expansion can occur. I recognize the absence of the term one-way couplet, nonetheless, when you own property that fronts upon both arterial legs of the couplet, you cannot ignore the fact that a combined traffic count occurs at the property. In this case, the 2016 Traffic Flow Map of the City of Spokane indicates a combined total of 24,200 VTD. In addition, it fronts upon a non-residential street that also carries additional pass-by traffic for this property. Certainly, this policy exception did not intend to specifically preclude one-way couplets. Therefore it should not become mired down in semantics and revised policy language. What is important is single ownership, double frontage and a portion of the ownership currently designated commercial. It is also worth noting that all other one-way couplets have uniform land use designations within the center of the couplet. Only this couplet from I-90 to the subject is a split designation.

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Threshold Review

6th and Stevens Office to General Commercial

a. The proposed amendment presents a matter appropriately addressed through the comprehensive plan;

LU 1.8 addresses exceptions to the policy to allow expansion of an existing designated General Commercial designation. This site meets those criteria including the cumulative traffic counts in excess of 20,000 VTD. See explanation under Comprehensive Plan Supplement.

b. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council or by a neighborhood or subarea planning process;

There is no purpose in clarifying LU 1.8 regarding couplets as this is the only couplet that is split between zones and no other ownership within this couplet is common ownership arterial to arterial. .

c. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program;

Yes, as stated above, no other properties city-wide within one-way couplets have the distinction of single ownership and split designations. .

d. When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics;

There is no other similar type property as stated above in item 'd".

e. The proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must also be consistent with policy implementation in the Countywide Planning Policies, the GMA, or other state or federal law, and the Washington Administrative Code;

This is consistent with adopted city plans and therefore adopted federal and state regulations.

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f. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated; *Not Applicable.*

g. State law required, or a decision of a court or administrative agency has directed such a change. *Not Applicable*

Neighborhood Council Outreach:

Cliff/Cannon is the neighborhood within which this property is located. Patricia Hansen, chair of the neighborhood council was contacted and her email discussion is attached for review. The NC will be presented this matter during the Notice of Application 60 day notice period if this is docketed.

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PROPOSED MAP AMENDMENT

PROPOSED GC

EXISTING GC

North



PROPOSED MAP AMENDMENT

PROPOSED GC

EXISTING GC

North

Dwight Hume

From: Patricia Hansen <patricia@pahansen.com>
Sent: Monday, October 09, 2017 11:56 AM
To: Dwight Hume
Subject: Re: 2 proposed land use changes

Dwight,

I'll stay tuned for Tirrell's response before adding this topic to the Neighborhood agenda.

Sincerely,

Patricia

From: Dwight Hume <dhume@spokane-landuse.com>
Sent: Monday, October 9, 2017 9:31 AM
To: Patricia Hansen
Cc: 'Tirrell Black '
Subject: RE: 2 proposed land use changes

Patricia, that would depend upon whether or not the ad-hoc committee has already met to determine the annual docketing. If that has not happened, then of course I would want to attend. If it has been docketed, then eventually I will be requesting a meeting during the 60 day window of the Notice of Application. Let's see what Tirrell can add to this when she returns this Thursday. Thank you for your efforts to accommodate me.

Regards

Dwight J Hume

Land Use Solutions & Entitlement LLC

9101 N Mt. View Lane

Spokane, WA 99218-2140

509-435-3108

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From: Patricia Hansen [mailto:patricia@pahansen.com]
Sent: Saturday, October 07, 2017 1:38 PM
To: Dwight Hume
Cc: Tirrell Black
Subject: Re: 2 proposed land use changes

Hello Dwight and Terrell,

Are you interested in being on the January 2nd Agenda for the Cliff Cannon Neighborhood Meeting? I hope this is not too late to inform the Neighborhood about these two proposed land use changes.

Sincerely,

Patricia

From: Dwight Hume <dhume@spokane-landuse.com>
Sent: Friday, October 6, 2017 9:50 AM
To: Patricia Hansen
Cc: Tirrell Black
Subject: RE: 2 proposed land use changes

Patricia: Thanks for the update on your schedule. Let me know if you need additional information. You might want to connect with Tirrell Black, when she returns on October 12th.

Regards

Dwight J Hume

Land Use Solutions & Entitlement LLC

9101 N Mt. View Lane

Spokane, WA 99218-2140

509-435-3108

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From: Patricia Hansen [mailto:patricia@pahansen.com]
Sent: Thursday, October 05, 2017 4:16 PM
To: Dwight Hume
Cc: lauraccnc@sisna.com
Subject: Re: 2 proposed land use changes

Dwight,

Thank you for the land use changes described below. The Neighborhood is at least aware of the first proposed change. i am not sure of the second proposed change.

The Neighborhood Council does not have a business meeting in November and December. We start our Winter/Spring meetings in January. We meet the first Tuesday of the month - January 2nd. I will forward your request to the Executive Committee who meet next Tuesday to plan future agendas.

I will respond to you shortly.

Patricia

From: Dwight Hume <dhume@spokane-landuse.com>
Sent: Thursday, October 5, 2017 11:20 AM
To: Patricia Hansen
Cc: lauraccnc@sisna.com
Subject: 2 proposed land use changes

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Patricia/Laura: I am sending this email to inform you of two proposed land use changes within your neighborhood and to request to be on your next regular scheduled meeting of November 7th. This request is triggered by the recently approved docketing schedule procedure of screening proposed annual amendment proposals and requires that the proponent inform the respective NC prior to the docketing meeting of the ad hoc committee.

Very briefly, 1) from RMF to NC-35 on a very small portion of property located at 9th and Madison behind Huckleberry's and Ace Hardware south and east of a proposed 9 unit apartment at 9th and Madison. 2) The second proposal is to change from O-150 to CB-150 at the SEC of 6th and Stevens. That proposal would extend an existing CB-150 zone located within the same ownership at the SWC of 6th and Washington and bring all of the ownership into a marketable and usable size of property for commercial use. '

Please confirm my placement on your next agenda.

Kindest Regards

Dwight J Hume

Land Use Solutions & Entitlement LLC

9101 N Mt. View Lane

Spokane, WA 99218-2140

509-435-3108

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Agency Comment

Spokane Tribe of Indians

April 30, 2018

Tirrell Black
Planner

RE: File No, Z17-624COMP

Ms. Black:

Thank you, for allowing the Spokane Tribe of Indians the opportunity to comment on your undertaking is greatly appreciated.

We are hereby in consultation for this project.

As I understand that this is change to zoning map from OR-70 to GC-70, it's unlikely that the project will impact any cultural resources in the proposed area.

This letter is your notification that your project has been cleared, and your project may move forward.

As always, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

Should additional information become available our assessment may be revised.

Again thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared herritage.

If questions arise, please contact me at (509) 258 – 4315.

Sincerely,

Randy Abrahamson
Tribal Historic Preservation Officer (T.H.P.O.)

MEMORANDUM **PLANNING AND DEVELOPMENT SERVICES**

Date: **May 4, 2018**

To: **Tirrell Black, Associate Planner**

From: **Eldon Brown, P.E., Principal Engineer – Planning and Development Services**

Subject: **Proposed amendment of Land Use Plan Map from "Office" to "General Commercial" Land Use; if approved, with concurrent change to zoning map for OR-150 (Office Retail) to CB-150 (Community Business). The subject site includes 3 parcels located at the southeast corner 6th Avenue and Stevens Street**

Applicant: **Clanton Family LLC**

Agent: **Dwight Hume, Land Use Solutions and Entitlement**

File No.: **Z17-621COMP**

A review of the subject proposal has been completed and the following comments are offered:

1. Existing sanitary sewers in 6th and Stevens, adjacent the site, serve this general area. Future development applications will need to be reviewed to determine the sizing of new and the adequacy of the existing sewers.

2. There is a 6-inch water main in 6th Avenue, adjacent the site, which serves the general area. Future development applications will need to be reviewed to determine the sizing of new and the adequacy of existing distribution mains.

3. Compliance to SMC 17.060D Stormwater Facilities is required and will be reviewed at the time of future development applications.

4. The transportation system is adequate for present uses. Future development applications will be reviewed to determine the adequacy of the transportation system at that time. Traffic Impact Fees or street system improvements may be required.

EWB/eb

Cc: Developer Services file
Kris Becker, P. E., Permit Center Manager
Mike Nilsson, Senior Engineer, Planning and Development Services
Patty Kells, Traffic Engineering Assistant

SEPA (State Environmental Policy Act) Determination

NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z17-621COMP

PROPONENT: Clanton Family, LLC

DESCRIPTION OF PROPOSAL: The proposal is to change the land use designation of the properties from "Office" to "General Commercial" with a concurrent change in zoning from OR-150 (Office Retail) to CB-150 (Community Business). The subject property is approximately 30,000 square feet (0.69 acre) in size. No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:
The site addresses are 605 S Stevens Street and 415 and 417 W 6th Avenue; located on the southeast corner of West 6th Avenue and South Stevens Street.

The site consists of three parcels; the numbers are 35191.5101, 35191.5102, and 35191.5103.

Legal Description: Lots 1-4, Block 93, Second Addition to Railroad Addition to Spokane Falls.

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

[ ] There is no comment period for this DNS.

[ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.

[X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 11, 2018 if they are intended to alter the DNS.

****

Responsible Official: Heather Trautman

Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: August 28, 2018 **Signature:** _____

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2018 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.
****

Environmental Checklist
Revised See Section 13

File No.

Purpose of Checklist:
The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:
This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:
Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project, if applicable: **6th and Stevens Comprehensive Plan Map Amendment**

2. Name of applicant: **Clanton Family LLC**

3. Address and phone number of applicant or contact person: **Land Use Solutions and Entitlement, Dwight Hume 9101 N Mt. View Lane Spokane WA 99218**

   509.435.3108

4. Date checklist prepared: **October 23 2017**

5. Agency requesting checklist: **Planning Services City of Spokane**

6. Proposed timing or schedule (including phasing, if applicable): **Upon approval of this amendment and zone change**

7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. **No**

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. **Yes, the adjacent 15000sf property at Wshington and 6th is vacant and would be combined with the subject 30000sf.**

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal. **None**

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.
No

10. List any government approvals or permits that will be needed for your proposal, if known. **Land Use Plan Amendment, Zone Change and development permits**

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. **Non-project action, to be determined at time of building permit. The proposed amendment would add 30000 sf of General Commercial designation to the applicants existing 15000 sf portion of a common ownership.**

12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. **The property is located at the SEC of 6th and Stevens and is currently a vacant parking lot. Previously leased to others.**

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) **City of Spokane**

14. The following questions supplement Part A.

    a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

    (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).
    Non-project action, to be determined at time of building permit

    (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

    Non-project action, to be determined at time of building permit

(3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.
Non-project action, to be determined at time of building permit

(4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?
Non-project action, to be determined at time of building permit

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)?

Non-project action, to be determined at time of building permit

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

Non-project action, to be determined at time of building permit

TO BE COMPLETED BY APPLICANT

B. ENVIRONMENTAL ELEMENTS

Evaluation for Agency Use Only

1. Earth

a. General description of the site (circle one): ***flat,*** *rolling, hilly, steep slopes, mountains, other*: _____

b. What is the steepest slope on the site (approximate percent slope)? _____
Not applicable _____

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. **Non-project action, to be determined at time of building permit** _____

Evaluation for Agency Use Only

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. **Non-project action, to be determined at time of building permit** _____

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:
Non-project action, to be determined at time of building permit _____

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
Non-project action, to be determined at time of building permit _____

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? **Non-project action, to be determined at time of building permit** _____

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: **Non-project action, to be determined at time of building permit** _____

2. Air

a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. ___
Non-project action, to be determined at time of building permit

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. **No**

Evaluation for Agency Use Only

c. Proposed measures to reduce or control emissions or other impacts to air, if any:
Non-project action, to be determined at time of building permit

3. Water

a. SURFACE:

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.
No

(3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.
N/A

(4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.
Non-project action, to be determined at time of building permit

(5) Does the proposal lie within a 100-year floodplain? ____ If so, note location on the site plan.
No

Evaluation for Agency Use Only

(6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.
No

b. GROUND:

(1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
Non-project action, to be determined at time of building permit

(2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.
Non-project action, to be determined at time of building permit

c. WATER RUNOFF (INCLUDING STORMWATER):

(1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Non-project action, to be determined at time of building permit _____

_____

_____

(2) Could waste materials enter ground or surface waters? If so, generally describe.

_____

Non-project action, to be determined at time of building permit _____

_____

_____

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.
Non-project action, to be determined at time of building permit _____

_____

_____

_____

Evaluation for Agency Use Only

4. Plants

a. Check or circle type of vegetation found on the site:

_____ Deciduous tree: *alder, maple, aspen, other*.

_____ Evergreen tree: *fir, cedar, pine, other.*

_____ Shrubs

_____ Grass

_____ Pasture

_____ Crop or grain

_____ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other*.

_____ Water plants: *water lilly, eelgrass, milfoil, other*.

Vacant grasses, weeds Other types of vegetation.

b. What kind and amount of vegetation will be removed or altered? **Non-project action, to be determined at time of building permit** _____

c. List threatened or endangered species known to be on or near the site. **None known** _____

_____

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if

any: **Non-project action, to be determined at time of building permit**

5. Animals

a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:
birds: *hawk, heron, eagle,* ***songbirds,*** *other*:
mammals: *deer, bear, elk, beaver, other*:
fish: *bass, salmon, trout, herring, shellfish, other*:
other:

b. List any threatened or endangered species known to be on or near the site.
None

c. Is the site part of a migration route? If so, explain.
No

d. Proposed measures to preserve or enhance wildlife, if any:

None

6. Energy and natural resources

a. What kinds or energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. **Non-project action, to be determined at time of building permit**

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
No

Evaluation for Agency Use Only

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:
Non-project action, to be determined at time of building permit

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. **Non-project action, to be determined at time of building permit**

Evaluation for Agency Use Only

(1) Describe special emergency services that might be required.
No new services not otherwise available

(2) Proposed measures to reduce or control environmental health hazards, if any:
Non-project action, to be determined at time of building permit

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
Over 24000 VTD at the subject property

(2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.
Non-project action, to be determined at time of building permit

(3) Proposed measure to reduce or control noise impacts, if any:
Non-project action, to be determined at time of building permit

8. Land and shoreline use

a. What is the current use of the site and adjacent properties?
Subject is vacant, surrounded by apartments, office and retail. Fenced playground for SD 81 across from site at 6th and Stevens.

b. Has the site been used for agriculture? If so, describe. **No**

c. Describe any structures on the site. **Billboard, vacant**

d. Will any structures be demolished? If so, which? **N/A**

e. What is the current zoning classification of the site? **O-150**

f. What is the current comprehensive plan designation of the site? **Office**

g. If applicable, what is the current shoreline master program designation of the site?
N/A

h. Has any part of the site been classified as a critical area? If so, specify. **Unknown**

i. Approximately how many people would reside or work in the completed project?

Evaluation for Agency Use Only

Non-project action, to be determined at time of building permit

j. Approximately how many people would the completed project displace? **None**

k. Proposed measures to avoid or reduce displacement impacts, if any: **N/A**

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: **Compliance with applicable development regulations**

Evaluation for Agency Use Only

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing. **N/A**

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. **N/A**

c. Proposed measures to reduce or control housing impacts, if any: **N/A**

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? **Non-project action, to be determined at time of building permit**

b. What views in the immediate vicinity would be altered or obstructed? **Non-project action, to be determined at time of building permit. (The zone currently allows a maximum height of 150 ft.)**

c. Proposed measures to reduce or control aesthetic impacts, if any: **Non-project action, to be determined at time of building permit**

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? **Non-project action, to be determined at time of building permit**

Evaluation for Agency Use Only

b. Could light or glare from the finished project be a safety hazard or interfere with views? **No**

c. What existing off-site sources of light or glare may affect your proposal? **None**

d. Proposed measures to reduce or control light and glare impacts, if any: **Non-project action, to be determined at time of building permit**

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? **Playgrounds adjacent, Cliff Park**

b. Would the proposed project displace any existing recreational uses? If so, describe. **No**

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: **None**

13. Historic and cultural preservation

a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. **The subject property is vacant and has no known historical significance. Furthermore, the site is not within a designated historical district.**

b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.
The property is within one block of the Marycliff-Cliff Park HD. It is also within a one block radius of three registered historic buildings. See Historic Preservation comments on file with this application.

Evaluation for Agency Use Only

c. Proposed measures to reduce or control impacts, if any: **No impacts are foreseen from the future use of the subject property for retail activity. For example, current registered buildings co-exist between non-registered buildings without impacts. This would be akin to that scenario.**

14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. **6th Ave.; Stevens and Washington**

b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? **Unknnown**

c. How many parking spaces would the completed project have? How many would the project eliminate? **Non-project action, to be determined at time of building permit**

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). **No**

e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. **No**

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. **Non-project action, to be determined at time of building permit**

(*Note: to assist in review and if known indicate vehicle trips during PM peak,*
AM Peak and Weekday (24 hours).)

g. Proposed measures to reduce or control transportation impacts, if any: **Non-project action, to be determined at time of building permit**

Evaluation for Agency Use Only

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. **No**

b. Proposed measures to reduce or control direct impacts on public services, if any: **None**

16. Utilities

a. Circle utilities currently available at the site: ***electricity, natural gas, water, refuse service, telephone, sanitary sewer,*** *septic system, other*:

b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed. **Non-project action, to be determined at time of building permit**

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: May 11, 2018 Signature: Dwight J Hume

Please Print or Type:

Proponent: Dwight J Hume Address: 9101 N Mt. View Lane

Phone: 509.435.3108 Spokane WA 99218

Person completing form (if different from proponent): Same Address:

Phone:

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

__ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

__ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

__ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS
(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?
   Non-project action, to be determined at time of building permit

   Proposed measures to avoid or reduce such increases are:
   Non-project action, to be determined at time of building permit

2. How would the proposal be likely to affect plants, animals, fish or marine life?
   It will not, the site is vacant and void of such.

   Proposed measures to protect or conserve plants, animals, fish or marine life are:
   None

3. How would the proposal be likely to deplete energy or natural resources?
   No

   Proposed measures to protect or conserve energy and natural resources are:
   None

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?
   N/A

   Proposed measures to protect such resources or to avoid or reduce impacts are:
   N/A

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?
   No impacts if developed in compliance with applicable development regulations.

   Proposed measures to avoid or reduce shoreline and land use impacts are:
   As stated above

6. How would the proposal be likely to increase demands on transportation or public services and utilities?
   Non-project action, to be determined at time of building permit

   Proposed measures to reduce or respond to such demand(s) are:
   Non-project action, to be determined at time of building permit

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.
   Non-project action, to be determined at time of building permit

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* may

withdraw any Determination of Non-significance that it might issue in reliance upon this checklist.

Date: May 11, 2018 Signature: Dwight J Hume

Please Print or Type:

Proponent: Dwight J Hume Address: 9101 N Mt View Lane

Phone: 509.435.3108 Spokane WA 99218

Person completing form (if different from proponent): SAME

Address:

Phone:

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

A. _ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

B. _ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

C. _ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

Black, Tirrell

From:	dhume@spokane-landuse.com
Sent:	Tuesday, June 26, 2018 9:55 AM
To:	Black, Tirrell
Subject:	FW: Clanton Family Notice and Kain Investment Notice
Attachments:	CompPlanAmendment_Z2017621_NotificationMap.pdf; Notice of Application_Mailing - Clanton - Z17_621COMP.docx; CompPlanAmendment_Z2017623_NotificationMap.pdf; Notice of Application - Kain Investments- Z17_623COMP.docx

Tirrell: Here is the email I sent to Patricia. No reply from her on a meeting I could attend.

Dwight J Hume
Land Use Solutions and Entitlement
9101 N Mt. View Lane
Spokane WA 99218
509-435-3108

From: dhume@spokane-landuse.com <dhume@spokane-landuse.com>
Sent: Tuesday, May 29, 2018 9:15 PM
To: 'Patricia Hansen' <patricia@pahansen.com>
Subject: Clanton Family Notice and Kain Investment Notice

Patricia: Please see attached notices and also please schedule me for a regular scheduled monthly meeting to update the folks on these applications.

Thank you.

Dwight J Hume
Land Use Solutions and Entitlement
9101 N Mt. View Lane
Spokane WA 99218
509-435-3108

Black, Tirrell

From: Black, Tirrell
Sent: Monday, June 25, 2018 9:09 AM
To: 'Patricia Hansen'
Cc: Trautman, Heather
Subject: RE: Notice to North Hill, West Hills and Cliff/Cannon Neighborhood Councils of upcoming Plan Commission Workshops
Attachments: Kain Investments Labels .docx; Clanton Family Labels .docx; CompPlanAmendment_Z2017621_NotificationMap.pdf; CompPlanAmendment_Z2017623_NotificationMap.pdf

Patricia,
Mr. Hume provided the mailing list labels; these are attached with this email.
I have also attached the notification maps for your reference.

Please let me know if I can be of further assistance.
Sincerely,

Tirrell Black
City of Spokane | Associate Planner
509.625.6185 | *main* 509.625.6300 | tblack@spokanecity.org | spokanecity.org
This email is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Patricia Hansen [mailto:patricia@pahansen.com]
Sent: Thursday, June 21, 2018 9:20 PM
To: Black, Tirrell <tblack@spokanecity.org>
Subject: Re: Notice to North Hill, West Hills and Cliff/Cannon Neighborhood Councils of upcoming Plan Commission Workshops

Tirrell,

The Cliff Cannon Neighborhood will be participating in both the Plan Commission and City Council processes. Are you able to provide the list of "all property owners, taxpayers, and residents within 400 feet have been sent a written notice via US Mail"?

Sincerely,

Patricia

Patricia Hansen
1104 W. 8th Ave.
Spokane, WA 99204
509-838-2722 office

208-755-1925 cell
patricia@pahansen.com

From: Black, Tirrell <tblack@spokanecity.org>
Sent: Thursday, June 21, 2018 3:08 PM
To: jeff.zabinski@premera.com; gillflah@comcast.net; Karen Carlberg; kjhiker49@gmail.com; Patricia Hansen; lauraccnc@sisna.com
Cc: Ruffing, Jason; Myers, Kathleen; Murphy, Maren; Black, Tirrell; Stripes, Teri; Trautman, Heather
Subject: Notice to North Hill, West Hills and Cliff/Cannon Neighborhood Councils of upcoming Plan Commission Workshops

Dear North Hill, West Hills and Cliff/Cannon Neighborhood Councils,

North Hill, West Hills, and Cliff/Cannon Neighborhoods located in the City of Spokane have proposals to consider amending the City's Comprehensive Plan Land Use Plan Map within their boundaries. You have received notices of this action periodically over the last several months.

What is Happening Now:
Agency and Interested City Departments review of the proposals has been completed. The proposals are now **in the public comment period which runs from May 29 to July 27, 2018**. During this period all property owners, taxpayers, and residents within 400 feet have been sent a written notice via US Mail. Additionally, the applicants have contacted the appropriate neighborhood council to make a presentation. Planning staff will make presentations to the Plan Commission at their regularly scheduled meetings. The dates for the different workshops are in the table below. These meetings are open to the public to attend, but public testimony is not allowed during the workshops; testimony is reserved for Public Hearings. However, written comments received by staff are forwarded to the Plan Commission for their consideration during the workshops as well as the Public Hearings. Plan Commission agendas are posted on their webpage a few days before the meeting.

No action is required by the neighborhood councils and it is up to the neighborhood councils if they would like to attend workshops and/or provide written comment.

Written comments for the Cliff/Cannon proposals should be sent to tblack@spokanecity.org and will be forwarded to the city council.
Written comments for the proposal in West Hills and North Hill should be sent to tstripes@spokanecity.org and will be forwarded to the city council.

Anyone may provide written comment.

Background:
The City of Spokane set the Annual Comprehensive Plan Amendment Work Program by resolution in March 2018. In this work program, the city is considering four private requests to amend the Land Use Plan Map and the Zoning Map. The proposals are briefly outlined below.

Proposal general locations (application materials on webpage):

Neighborhood Council Comments made prior to SEPA Determination

File #	General Location	Neighborhood	Applicant	Plan Commission Date
Z2017-612COMP	W 6th Ave & S Stevens	Cliff/Cannon	Clanton Family LLC	July 11, 2018 @ 4p Council Chambers
Z2017-623COMP	9th Ave & S. Madison	Cliff/Cannon	926 Monroe LLC	July 11, 2018 @ 4p Council Chambers
Z2017-624COMP	1616 S Rustle St	West Hills	U Haul	June 27, 2018 @ 4p Council Chambers
Z2017-630COMP	6216 N. Washington St.	North Hill	Plese & Plese LLC	June 27, 2018 @ 4p Council Chambers

What Happens Next:
Following the public comment period, the Plan Commission will hold a Public Hearing. This is likely to occur during one of the Plan Commission's regularly scheduled meetings in September. The Plan Commission meets the 2nd & 4th Wednesday of each month. At the Public Hearing, public testimony is encouraged and appreciated as is written testimony. Following the Hearings Plan Commission will send a recommendation to City Council for each proposals.

Then City Council will hold a Public Hearing on the proposed amendments. The City Council Public Hearing is not yet scheduled. At the Public Hearing, public testimony is encouraged and appreciated as is written testimony. The City Council will deliberate and vote on each proposal. The City Council Public Hearing is likely to occur in early winter of 2018.

For more information:
The project page outlines the process and shows details of the proposals, or please contact Tirrell Black, Planning Services tblack@spokanecity.org or 509-625-6185 for more information

Tirrell Black
City of Spokane | Associate Planner
509.625.6185 | *main* 509.625.6300 | tblack@spokanecity.org | spokanecity.org

This email is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

Black, Tirrell

From: Black, Tirrell
Sent: Wednesday, May 09, 2018 1:27 PM
To: dhume@spokane-landuse.com
Cc: Black, Tirrell
Subject: FW: Z2017-621COMP Clanton Family LLC Request to Amend Comp Plan Land Use Map
Attachments: COSPRINT_3W-Canon-PCL_3629_001.pdf; Request for Comments, 6th and Stevens.docx

Mr. Hume,
This comment was also received from the Cliff Cannon Neighborhood Council. Attached is the neighborhood council comments, resending the comments from engineering. My response to the neighborhood is forwarded to you below.
Sincerely,

Tirrell Black, AICP
City of Spokane | Associate Planner
509.625.6185 | *main* 509.625.6300 | tblack@spokanecity.org | spokanecity.org

From: Black, Tirrell
Sent: Wednesday, May 09, 2018 12:06 PM
To: Patricia Hansen <patricia@pahansen.com>
Cc: Trautman, Heather <htrautman@spokanecity.org>; Myers, Kathleen <kmyers@spokanecity.org>
Subject: RE: Z2017-621COMP Clanton Family LLC Request to Amend Comp Plan Land Use Map

Patricia,

Thank you for your comment letter that was hand delivered on May 7, 2018, regarding Z2017-621, the Clanton Family request to amend the land use plan map on W. 6th & Stevens St. vicinity.
As you noted, this is a non-project action under SEPA.

Your comments regarding the adjacent park and list of historic register properties that are located in the area have been added to the record. The SEPA Determination is made following the public comment period. The public comment period is not yet firmly set, but generally anticipated to be late-May to mid-July; so there will continue to be opportunity for comment.

As is standard with all comments, a copy of your comments will also be provided to the applicant.
Please contact me if you have additional questions or concerns.

Sincerely,

Tirrell Black
City of Spokane | Associate Planner
509.625.6185 | *main* 509.625.6300 | tblack@spokanecity.org | spokanecity.org

From: Patricia Hansen [mailto:patricia@pahansen.com]
Sent: Monday, May 07, 2018 2:37 PM
To: Black, Tirrell <tblack@spokanecity.org>
Subject: Z2017-621COMP Clanton Family LLC Request to Amend Comp Plan Land Use Map

Hello Tirrell,

Earlier today, I dropped off on the third floor of City Hall a copy of Cliff Cannon Neighborhood Council's response to the "Request for Comments" for this proposed Comp Plan Amendment. That same document is attached to this email.

I look forward to future updates on the status of this Comp Plan Amendment requested for 6th Avenue and Stevens Street.

Respectfully.

Patricia

Black, Tirrell

From: Black, Tirrell
Sent: Wednesday, May 09, 2018 12:06 PM
To: Patricia Hansen
Cc: Trautman, Heather; Myers, Kathleen
Subject: RE: Z2017-621COMP Clanton Family LLC Request to Amend Comp Plan Land Use Map

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As you noted, this is a non-project action under SEPA.

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As is standard with all comments, a copy of your comments will also be provided to the applicant.
Please contact me if you have additional questions or concerns.

Sincerely,

Tirrell Black
City of Spokane | Associate Planner
509.625.6185 | *main* 509.625.6300 | tblack@spokanecity.org | spokanecity.org

From: Patricia Hansen [mailto:patricia@pahansen.com]
Sent: Monday, May 07, 2018 2:37 PM
To: Black, Tirrell <tblack@spokanecity.org>
Subject: Z2017-621COMP Clanton Family LLC Request to Amend Comp Plan Land Use Map

Hello Tirrell,

Earlier today, I dropped off on the third floor of City Hall a copy of Cliff Cannon Neighborhood Council's response to the "Request for Comments" for this proposed Comp Plan Amendment. That same document is attached to this email.

I look forward to future updates on the status of this Comp Plan Amendment requested for 6th Avenue and Stevens Street.

Respectfully.

Patricia

May 6, 2018

RECEIVED
MAY 07 2018
PLANNING & DEVELOPMENT
hand delivered

Tirrell Black
Planning and Development Services
City of Spokane
808 Spokane Falls Boulevard
Spokane, WA 99201

Re: FILE NO. Z17-612COMP, Clanton Family LLC, Comprehensive Plan Land Use Map Amendment Proposal

Dear Ms. Black,

The Cliff Cannon Neighborhood Council submits the following response to the "Request for Comments" regarding Parcels 35191.5101, .5102, and .5103, located at 415 and 417 W 6th Avenue and 605 S Stevens. These parcels are located exclusively within the Cliff Cannon Neighborhood (Neighborhood) boundaries. On page 11 of the Application packet, the following question and Agent response were as follows:

1. General Questions (for all proposals):
   a. Describe the nature of the proposed amendment and explain why the change is necessary.

   The applicant/owner has the adjacent easterly 2 lots zoned CB-150. They total 15000 sf and are not large enough to accommodate retail users interested in the site. The inclusion of the westerly 30000 sf would enable the market to respond to the offer to lease the property and thereby add increased revenues to the City. Moreover, it would provide a common retail improvement from Stevens to Washington with access from 6th Avenue and two controlled intersections.

The Neighborhood was unable to determine the intended definition of the highlighted sentence. Does this sentence indicate that "the offer" is currently being considered? Or is the sentence referring to a "future offer"?

Nevertheless, after reviewing the entire proposal/application for consideration of a Comprehensive Plan Land Use Map Amendment, the Neighborhood respectfully requests that the only realistic staff response should be:

"Based on staff review of the environmental checklist and other pertinent information the staff concludes that:

C. There are probable significant adverse environmental impacts and recommends a Determination of Significance."

Following review of the application packet, the Neighborhood sorted specific concerns into the following three categories:

1. Repeated use of phrase in response to SEPA questions: "Non-project action, to be determined at time of building permit."
2. Disputed responses to SEPA questions unrelated to use of the repeated phrase noted in #1.
3. Significant inaccuracies in SEPA questions: Recreation (a) and Historic and cultural preservation (a) which the Agent failed to straightforwardly answer.

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1. Repeated use of phrase in response to SEPA questions: "Non-project action, to be determined at time of building permit."

At the onset of our review, we noted the Dwight Hume, Registered Agent for the property owner, Clanton Family, LLC., used the following description 46 times in response to individual SEPA questions, "Non-project action, to be determined at time of building permit."

The repeated use and proposed definition of this phrase made it unreasonable for the Neighborhood to determine the relevance of each answer as applied to a future intended use of these three parcels. Additionally, the Neighborhood was unable to identify the impact of converting the proposed land use plan from "office" to "commercial" zoning. This phase was repeated under the following topics and subtopics:

- **A. BACKGROUND** — 7 responses
  - a. Critical Aquifer Recharge Area (CARA/Aquifer Sensitive Area (ASA)
  - b. Stormwater
- **B. ENVIRONMENTAL ELEMENTS**
  - a. Earth — 6 responses
  - b. Air — 2 responses
  - c. Water
    - i. Ground — 2 responses
    - ii. Surface — 1 responses
    - iii. Water Runoff (including stormwater) — 3 responses
  - d. Plants — 2 responses
  - e. Energy and natural resources — 2 responses
  - f. Environmental health — 2 responses
    - i. Noise — 2 responses
  - g. Land and shoreline use — 1 response
  - h. Aesthetics — 3 responses
  - i. Light and glare — 2 responses
  - j. Historic and culture preservation — 2 responses
  - k. Transportation — 3 responses

l. Utilities 1 response

C. SUPPLMENTAL SHEET FOR NONPRJECT ACTIONS 5 responses

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2. Disputed responses to SEPA questions unrelated to use of the repeated phrase noted in #1.

The following individual questions and their responses caused significant concern for the Neighborhood:

A. BACKGROUND
   a. List any environmental information you know that has been prepared, or will be prepared, directly related to this proposal. **None**
      i. The Agent should have access to environmental studies of this specific sector of Spokane and/or request that a study be prepared for consideration of a prospective lease.

B. ENVIRONMENTAL ELEMENTS
   a. Earth. General description of the site. **Flat**
      i. Although no considered a steep slope, there is a drop in elevation from the south to north border.
   b. What is the steepest slope on the site (approximate percent slope)? **Not applicable.**
      i. As noted in question "a" above, a surveyor can determine the percentage slope on these specific parcels.
   c. Light and glare. Could light or glare from the finished project be a safety hazard or interfere with views? **No**
      i. Unless the intended use of the parcels is known at this time, the answer "No" cannot determine if light or glare will cause a safety hazard or interfere with views..
   d. Transportation. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop. **Unknown**
      i. Spokane Transit Authority (STA) has up to date information on existing public transportation in addition to the nearest bus stop to the parcels under consideration. (509) 328-7433

C. SUPPLEMENTAL SHEET
   a. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as **parks,** wilderness, wild and scenic rivers, threatened or endangered species habitat, **historical or cultural sites**, wetlands, flood plains or prime farmlands. **NA**
      i. The two bolded designations are contained in the Neighborhood. Parks are one of the beloved elements of Spokane. Additionally, Spokane has the most historic and cultural designations of any city in Washington State.

b. Proposed measures to protect such resources or to avoid or reduce impacts are: **NA**

   i. The Neighborhood would refer the Agent to the City's Historic Preservation Office (509) 625-6300 or Spokane Preservation Advocates (509) 344-1065 for resources to avoid or reduce impacts on **parks and/or historic or cultural sites**.

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3. Significant inaccuracies in responses to SEPA questions: Recreation (a) and Historic and cultural preservation (a) which the Agent failed to straightforwardly answer.

The Agent, Mr. Hume, responded to both the Recreation (a) and the Historic and cultural preservation (a) questions indicating that Cliff Park was in close proximity to the identified parcels at 6th and Stevens. The Spokane County Assessors SCOUT map does show Cliff Park directly south of these parcels. Yet in between these two markers is one of Spokane's oldest historic and cultural centers highlighting its rich history, starting directly across from 6th Avenue and Stevens Street. The following list of historic buildings and properties represents a small portion that are eligible to be included. Please note: Buildings or locations with an asterisk in front of the name are already on a historic register.

*Kempis Apartments, 523 S Washington, 1906:
*Westminster Congregational Church, 411 S Washington, 1890 (oldest church in Spokane);
*Knickerbocker Apartments, 507 S Howard, 1912;
*Lewis & Clark High School, 521 W 4th, 1912;
*Breslin Apartments, 729 S Bernard, 1910;
*Glover Mansion, 323 W 8th, 1889;
*Roosevelt Apartments, 524 W 7th, 1929;
*D.C. Corbin House (Corbin Art Center) 507 W 7th, 1896;
*Moore Turner Heritage Garden (part of F. Rockwood Moore House, 525 W 7th, 1889;
Altadena Apartments, 608 S Stevens, 1910;
Alexandria Apartments, 623 S Howard, 1909;
Culmstock Arms, 328 W 8th, 1929;

Cliff Cannon Neighborhood Council thanks you for consideration of our feedback to this application packet during your review for a "Determination of Significance." Again, we urge you to carefully evaluate these incomplete and inaccurate responses to the SEPA questions regarding FILE NO. Z17-612COMP, Clanton Family LLC, Comprehensive Plan Land Use Map Amendment Proposal.

Respectfully, Patricia

Dr. Patricia Hansen
Point of Contact
Cliff Cannon Neighborhood Council
1104 W 8th Avenue

Agenda Sheet for City Council Meeting of: 11/05/2018		Date Rec'd	10/24/2018
		Clerk's File #	ORD C35695
		Renews #	
Submitting Dept	FINANCE & ADMIN	Cross Ref #	
Contact Name/Phone	CRYSTAL 625-6369	Project #	
Contact E-Mail	CMARCHAND@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0410 - CITYWIDE CIP ORDINANCE 2019-2024		

Agenda Wording

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2019-2024 and amending section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

Summary (Background)

City of Spokane's Municipal Code chapter 7.17 indicates the City must adopt and annually update a Citywide Six-Year Capital Improvement Program (CIP). A Plan Commission workshop was held on September 12, 2018. A Plan Commission hearing was held on October 10, 2018. The 2019-2024 CIP was found to be consistent with the City's Comprehensive Plan per the attached City Plan Commission Findings of Fact, Conclusions, and Recommendations. The CIP can be viewed on line at www.myspokanebudget.org.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MARCHAND, CRYSTAL	Study Session	Sustainable Resources
Division Director	MARCHAND, CRYSTAL	Other	
Finance	STOPHER, SALLY	Distribution List	
Legal	DALTON, PAT	cmarchand@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	pingiosi@spokanecity.org	
Additional Approvals		kemiller@spokanecity.org	
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

ORDINANCE NO. C35995

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2019 THROUGH 2024, AND AMENDING SECTION 5.5 CAPITAL FACILITIES PROGRAM (CFP) OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Program that includes an inventory, analysis, and a six-year financing plan for needed capital facilities; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to Section 5.5 Capital Facilities Program (CFP) of the City of Spokane Comprehensive Plan ("Comprehensive Plan"), which amendments consist of an updated six-year plan (years 2019 through 2024) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 18, 2018 by Council Resolution 2018-0045, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on August 8, 2018, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 12, 2018; and

WHEREAS, after providing appropriate public notices, on October 10, 2018, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

WHEREAS, on August 1, 2018, the City provided the State of Washington the required sixty (60) day notification under RCW 36.70A.106 of the City's proposed amendment to the CIP. The 60-day notice period has lapsed; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2019-2024), as set forth in the attached Citywide Capital Improvement Program (2019-2024).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2019-2024).

Section 3. Effective Date. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____.

_____
Terri Pfister, City Clerk

Approved as to Form:

_____
Assistant City Attorney

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2019-2024 CITYWIDE CAPITAL IMPROVEMENT PROGRAM

A Recommendation of the City Plan Commission certifying that the 2019-2024 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").

B. The City's Comprehensive Plan is required to be consistent with the GMA.

C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.

D. The 2019-2024 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.

E. The City Plan Commission held one workshop on September 12, 2018, to obtain public comments on the 2019-2024 Six Year Citywide CIP.

F. The City Council must receive a recommendation from the City Plan Commission to verify that the 2019-2024 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.

CONCLUSIONS:

A. The 2019-2024 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.

B. The 2019-2024 Six Year Citywide CIP has 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 Arterial Street Plan.

RECOMMENDATIONS:

A. The Spokane City Plan Commission is certifying that the 2019-2024 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

B. By a vote of 10 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.



Dennis Dellwo, President
Spokane Plan Commission

CITY OF SPOKANE	**Agenda Sheet for City Council Meeting of:** 10/22/2018	**Date Rec'd**	10/10/2018
		Clerk's File #	FIN 2018-0001
		Renews #	

Submitting Dept	FINANCE & ADMIN	**Cross Ref #**	
Contact Name/Phone	CRYSTAL 625-6369	**Project #**	
Contact E-Mail	CMARCHAND@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Hearings	**Requisition #**	
Agenda Item Name	0410 - SET BUDGET HEARINGS		

Agenda Wording

Setting the Hearings for review of the 2019 Proposed Budget beginning Monday, October 29, 2018 and continuing thereafter at the regular Council meetings during the month of November.

Summary (Background)

As part of the annual budget process, the City Council will hold public Hearings on the Proposed 2019 Budget for the City of Spokane. Public testimony is welcome on all sections of the Budget at each Hearing. The first Hearing will be held on October 29, 2018 and are currently scheduled to continue each Monday during the month of November. The Council may continue the Hearing up to the 25th day prior to the beginning of the next fiscal year.

Fiscal Impact	Grant related? NO	**Budget Account**
	Public Works? NO	
Select **$**		**#**
Select **$**		**#**
Select **$**		**#**
Select **$**		**#**

Approvals		**Council Notifications**	
Dept Head	STOPHER, SALLY	**Study Session**	
Division Director	MARCHAND, CRYSTAL	**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	DALTON, PAT	cmarchand@spokanecity.org	
For the Mayor	SANDERS, THERESA	pingiosi@spokanecity.org	
Additional Approvals			
Purchasing			

Setting Hrg.

APPROVED BY
SPOKANE CITY COUNCIL:
10/22/2018
Terri L. Pfister
CITY CLERK

NOTICE

FIN 2018-0001 – The 2019 Proposed Budget can be viewed online at:
http://www.myspokanebudget.org.

In addition the Program will be available for viewing at the City Clerk's Office – 5th Floor, City Hall (clerks@spokanecity.org or 509.625.6350).

Agenda Sheet for City Council Meeting of: 11/19/2018		**Date Rec'd**	11/7/2018
		Clerk's File #	ORD C35703
		Renews #	
Submitting Dept	FINANCE & ADMIN	**Cross Ref #**	
Contact Name/Phone	CRYSTAL 625-6369	**Project #**	
Contact E-Mail	CMARCHAND@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Final Reading Ordinance	**Requisition #**	
Agenda Item Name	0410 - 2019 BUDGET ADOPTION		

Agenda Wording

Adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2019, providing it shall take effect immediately upon passage.

Summary (Background)

The City of Spokane is a first class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2018.

Fiscal Impact	Grant related? NO	**Budget Account**
	Public Works? NO	
Select **$**		**#**
Select **$**		**#**
Select **$**		**#**
Select **$**		**#**

Approvals		**Council Notifications**	
Dept Head	MARCHAND, CRYSTAL	**Study Session**	
Division Director	MARCHAND, CRYSTAL	**Other**	
Finance	HUGHES, MICHELLE	**Distribution List**	
Legal	DALTON, PAT	pingiosi@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mhughes@spokanecity.org	
Additional Approvals		gcooley@spokanecity.org	
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

ORDINANCE C35703

An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2018; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2018, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2019 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2019, as set forth in the document attached hereto and entitled, "2019 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2019 Annual Budget, be and the same is, hereby fixed, determined and adopted; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2019 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 4. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Passed the City Council_____.

_____
Council President

_____
Mayor

Attest:_____
City Clerk

Approved as to form:

_____
Assistant City Attorney