

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, and Legislative Sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the April 14, 2025, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of April 14, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 249 50291; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 999 58728; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, April 11, 2024, and ending at 6:00 p.m. on Monday, April 14, 2025, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on April 14, 2025. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relate to the final, updated draft, or draft agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

THE CITY OF SPOKANE



UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, APRIL 14, 2025

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**

Password: **K8vCr44y**

Please note the space in username.

Both username and password are case sensitive.

LAND ACKNOWLEDGEMENT

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

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

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

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

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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

ADDRESSING THE COUNCIL

- Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: [City Council Rules](#).
- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their name and city of residence as a condition of recognition.
- Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of 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.)
- To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- City staff may testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

CITY COUNCIL AGENDA: The City Council agendas may be obtained prior to Council Meetings by accessing the City's website at <https://my.spokanecity.org/citycouncil/documents/>.

AGENDA REVIEW SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

DRAFT AGENDAS REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE DRAFT AGENDA

CONSIDERATION OF ANY REQUESTS FOR DEFERRAL OF ITEMS ON THE FINAL AGENDA

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:30 P.M. or as soon thereafter as possible following the Joint Meeting above.)

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

POETRY AT THE PODIUM, WORDS OF INSPIRATION, AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Community, Housing, and Human Services Board - One Confirm CPR 2012-0033
Appointment and Two Reappointments – Sara Bauer,
Barbara Lee, and Karen Ssebanakitta

CONSENT AGENDA

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

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

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1. Purchase from Mercedes Benz of Spokane of one additional Mercedes 2500 Sprinter Van for the Water Department—\$71,329.44 (incl. tax). (Council Sponsors: Council Members Dillon and Cathcart)
Rick Giddings Approve OPR 2025-0189
2. Outside Special Counsel Contract Amendment with Pacifica Law Group (Seattle, WA) for legal services and advice to the City regarding the matter of Shea v. Spokane, Washington, et. al.—additional \$100,000. Total Contract Amount: \$150,000. (Council Sponsors: Council Members Dillon and Cathcart)
Nate Odle Approve OPR 2025-0054
3. Master On-call Contract with Quality Counts, LLC (Athol, ID) for traffic data collection services from April 15, 2025, through April 14, 2027—\$250,000 (plus tax). (Council Sponsor: Council Member Klitzke)
Inga Note Approve OPR 2025-0246
RFP 6265-24

- | | | |
|---|----------------|---|
| <p>4. Consultant Agreement with KPFF Consulting Engineers (Spokane), for Preliminary Engineering and alternatives analysis for improvements to the Thorpe Tunnels from April 15, 2025, through December 31, 2026—not to exceed \$248,334.96 (plus tax). (Council Sponsor: Council Member Klitzke)
Kevin Picanco</p> | <p>Approve</p> | <p>OPR 2025-0244
ENG 2024077
RFQU 6234-24</p> |
| <p>5. Grant Agreement with the Washington State Department of Ecology for design of the Hill N' Dale Park Treatment Facility—\$595,000.00 Revenue (\$105,000 match requirement). (Council Sponsor: Council Member Klitzke)
Colin Naake</p> | <p>Approve</p> | <p>OPR 2025-0245
ENG 2025055</p> |
| <p>6. Three-year Contract, with Senske Lawn and Tree Care, LLC, d/b/a Senske Services (Spokane Valley, WA), with option to renew for one additional year, with for lawn maintenance and weed control services at the Nelson Complex and Waste to Energy Facility, from April 1, 2025, through March 31, 2028—annual expenditure of \$43,905.00, (plus tax). Total Contract Amount \$131,715 (plus tax). (Council Sponsor: Council Member Klitzke)
Chris Averyt</p> | <p>Approve</p> | <p>OPR 2025-0224
RFQ 6318-25</p> |
| <p>7. Contract Renewal 1 of 2 with Woodland Resource Services, Inc. (Ellensburg, WA) for noxious weed abatement at the City's Northside and Southside Landfills from April 15, 2025, through April 14, 2026—not to exceed \$45,938.05 (plus tax). (Council Sponsor: Council Member Klitzke)
Chris Averyt</p> | <p>Approve</p> | <p>OPR 2023-0419
IPWQ 2863-23</p> |
| <p>8. Four-year Contract with Atlas Copco Compressors, LLC. (Auburn, WA) for as-needed compressor maintenance and repair services at the Waste to Energy Facility from March 15, 2025, through March 14, 2029—not to exceed \$240,000.00 (plus tax). (Council Sponsor: Council Member Klitzke)
Chris Averyt</p> | <p>Approve</p> | <p>OPR 2025-0247
RFQ 6312-25</p> |
| <p>9. Lease Extension with Kenworth Sales (Spokane) for a semi-truck utilized at the Waste to Energy Facility from October 01, 2024, through February 19, 2025—additional \$15,777.48. Total Cost: \$87,704.52 (Council Sponsor: Council Member Klitzke)
Chris Averyt</p> | <p>Approve</p> | <p>OPR 2023-0385</p> |
| <p>10. Low Bid of Inland Infrastructure, LLC (Spokane) for 2025 Street Maintenance Curb Ramps project—\$586,400 (plus tax). An administrative reserve of \$58,640 plus tax, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke) Dan Buller</p> | <p>Approve</p> | <p>OPR 2025-0145
ENG 2024042</p> |

11. Low Bid of (to be determined at bid opening) (City, ST) for Lincoln Street Pedestrian Bike Safety project—\$_____ plus tax. An administrative reserve of \$_____ plus tax, which is 10% of the contract price, will be set aside. (Riverside Neighborhood) (Council Sponsor: Council Member Klitzke)
Dan Buller Approve OPR 2025-0146
ENG 2023112
12. Contract Amendment with Career Path Employment and Training (Spokane) to add funding from Washington State Department of Transportation and increase the scope of the Clean and Safe Program—\$100,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone)
Luis Garcia Approve OPR 2024-0970
13. Report of the Mayor of pending: Approve & Authorize Payments CPR 2025-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____, 2025: \$_____.
14. Minutes: Approve All
- a. City Council Meeting Minutes: _____, 2025. CPR 2025-0013
- b. City Council Standing Committee Meeting Minutes: _____, 2025.

The following item was deferred to this Agenda from the March 31, 2025, Agenda, during the March 31, 2025, 3:30 p.m. Agenda Review Session (OPR 2025-0242):

15. Low Bid of Inland Asphalt Company (Spokane) for Maple Street to Walnut Street Grind and Overlay project—\$2,198,198 (plus tax). An administrative reserve of \$219,819.80 plus tax, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke)
Dan Buller Approve OPR 2025-0242
ENG 2022096

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36626, passed by the City Council December 9, 2024, and entitled in part, "An Ordinance Adopting a Biennial Budget for the City of Spokane," making appropriation adjustments for year 2025, and declaring an emergency.

- ORD C36662 Arises from the need to accept the Washington State Department of Commerce Coordinating Low-Income Housing Planning (CLIHP) grant. (Council Sponsors: Council Members Zappone, Bingle, and Navarrete)
Arielle Anderson
- ORD C36671 Arises from the need to take receipt of the State and Local Cyber Security Grant award. (Council Sponsors: Council Members Bingle and Cathcart)
Dan Wordell

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2025-0018 Approving settlement of claim for damages of Dan Eakin—\$125,821.49. (Deferred from March 24, 2025, Agenda, during the March 24, 2025, 3:30 p.m. Agenda Review Session) (As Amended during the March 31, 2025, 3:30 p.m. Agenda Review Session.) (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Matt Boston
- RES 2025-0023 Related to the Spokane County aquifer Protection Area (APA) and placing the APA reauthorization before City voters. (Council Sponsor: Council President Wilkerson and Council Member Klitzke)
Marlene Feist
- RES 2025-0025 Expressing Opposition to Any Proposed Federal or State Cuts to Medicaid. (Council Sponsor: Council Members Dillon and Navarrete)
Council Member Dillon

Dillon Proposed Amendment:

- Request motion to amend Resolution 2025-0025 with an updated revised version filed April 2, 2025, and included in agenda packet under Resolution 2025-0025.

ORD C36657 Relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code. Specifically amending Section 08.02.031 Building Code, Section 08.02.039 Special Inspections and Other Fees, the Development Fee Schedule and the Historic Preservation Fee Schedule, and other matters properly related thereto. (Council Sponsors: Council Members Bingle and Klitzke)

Tami Palmquist

FIRST READING ORDINANCES

ORD C36650 Relating to Intergovernmental Purchase Contracts and Interlocal Purchase Agreements; amending Section 07.06.140; repealing Section 07.06.261 of the Spokane Municipal Code. (Deferred from March 24, 2025, Agenda, during the March 17, 2025, 3:30 p.m. Agenda Review Session) (As amended during the March 31, 2025, 3:30 p.m. Agenda Review Session.) (Council Sponsors: Council Members Dillon and Klitzke)

Adam McDaniel

ORD C36642 (To be considered under Hearings Item H1.)

ORD C36643 (To be considered under Hearings Item H2.)

ORD C36659 Relating to designated truck routes; amending Section 12.08.020 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

Adam McDaniel

ORD C36666 Titled “Ban The Address” and expanding fair chance hiring practices and amending sections 9.02.010 through 9.02.050 and sections 9.03.010 and 9.03.020 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

Virginia Ramos

ORD C36667 Relating to protection of LGBTQIA2S+ Communities in Spokane, amending Sections 18.01.020 and 18.01.030, 18.02.030 of Title 18 of the Spokane Municipal Code; creating a new section 03.07.340 in Chapter 03.07 of the Spokane Municipal Code; and establishing an effective date. (Council Sponsors: Council Members Dillon, Navarrete, and Zappone)

Virginia Ramos

Dillon Proposed Amendment:

- Request motion to amend First Reading Ordinance C36667 with an updated revised version filed April 2, 2025, and included in agenda packet under First Reading Ordinance C36667.

Council Member Bingle request motion to suspend Council Rules and consider the following proposed amendments:

Bingle Proposed Amendment No. 1:

- Request motion to amend First Reading Ordinance C36667 with an updated revised version filed April 4, 2025, and included in agenda packet under First Reading Ordinance C36667.

Bingle Proposed Amendment No. 2:

- Request motion to amend First Reading Ordinance C36667 with proposed amendments filed April 4, 2025, and included in agenda packet under First Reading Ordinance C36667.

Bingle Proposed Amendment No. 3:

- Request motion to amend First Reading Ordinance C36667 with proposed amendments filed April 4, 2025, and included in agenda packet under First Reading Ordinance C36667.

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

- | | | | |
|-----|--|-------------------------------------|------------|
| H1. | a. Vacation of the west 150 feet of the alley between Mission & Sinto, from Ruby to Pearl, as requested by Chick-Fil-A. | Approve
Subject to
Conditions | |
| | b. First Reading Ordinance C36642 vacating the west 150 feet of the alley between Mission & Sinto, from Ruby to Pearl.
(Council Sponsors: Council Members Bingle and Navarrete)
Eldon Brown | Further
Action
Deferred | ORD C36642 |
| H2. | a. Vacation of Grace Ave west of Northwest Blvd, as requested by Excelsior Wellness. | Approve
Subject to
Conditions | |
| | b. First Reading Ordinance C36643 vacating Grace Ave west of Northwest Blvd. | | ORD C36643 |

(Council Sponsors: Council Members Bingle and Further
Navarrete) Action
Eldon Brown Deferred

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Motion to Approve Draft Agenda for April 14, 2025 (per Council Rule 2.1.B)

ADJOURNMENT

The April 14, 2025, Regular Legislative Session of the City Council and is adjourned to April 21, 2025.

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

NOTES



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

3/25/2025

Clerk's File #

CPR 2012-0033

Cross Ref #

Project #

Council Meeting Date: 04/14/2025

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

SARA BAUER AS COMMUNITY ASSEMBLY LIAISON - CHHS BOARD - 4/18/25 –

Agenda Wording

Appointment of Sara Bauer as the Community Assembly Liaison to the Community, Housing, and Human Services Board for a term of April 18, 2025 to April 17, 2028.

Summary (Background)

The Community Housing and Human Services (CHHS) Board advises the City on preparing the required plans to conform with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the Washington State Department of Commerce. The Board makes recommendations about funding priorities for housing programs and projects and social services utilizing federal, Washington State and City resources. The CHHS Board participates with the Spokane Continuum of Care in developing the goals and priorities for regional homeless plans. The Board also represents the diverse constituencies that make up Spokane's low- and moderate-income populations, to help guide Spokane's community, housing, and human services into the future.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>	SCOTT, ALEXANDER		
Distribution List			
		amcdaniel@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

3/25/2025

Clerk's File #

CPR 2012-0033

Cross Ref #**Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Sponsoring at Administrators Request**

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

REAPPOINTMENT OF BARBARA LEE - CHHS BOARD - TERM OF 4/18/25 -

Agenda Wording

Mayor Brown has reappointed Barbara Lee to the Community, Housing and Human Services Board for a term of April 18, 2025 to April 17, 2028.

Summary (Background)

The Community Housing and Human Services (CHHS) Board advises the City on preparing the required plans to conform with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the Washington State Department of Commerce. The Board makes recommendations about funding priorities for housing programs and projects and social services utilizing federal, Washington State and City resources. The CHHS Board participates with the Spokane Continuum of Care in developing the goals and priorities for regional homeless plans. The Board also represents the diverse constituencies that make up Spokane's low- and moderate-income populations, to help guide Spokane's community, housing, and human services into the future.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>	SCOTT, ALEXANDER		
Distribution List			
		amcdaniel@spokanecity.org	



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

3/25/2025

Clerk's File #

CPR 2012-0033

Cross Ref #

Project #

Council Meeting Date: 04/14/2025

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

REAPPOINTMENT OF KAREN SSEBANAKITTA - CHHS BOARD -TERM OF 4/18/25

Agenda Wording

Mayor Brown has reappointed Karen Ssebanakitta to the Community, Housing, and Human Services Board for a term of April 18, 2025 to April 17, 2028.

Summary (Background)

The Community Housing and Human Services (CHHS) Board advises the City on preparing the required plans to conform with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the Washington State Department of Commerce. The Board makes recommendations about funding priorities for housing programs and projects and social services utilizing federal, Washington State and City resources. The CHHS Board participates with the Spokane Continuum of Care in developing the goals and priorities for regional homeless plans. The Board also represents the diverse constituencies that make up Spokane's low- and moderate-income populations, to help guide Spokane's community, housing, and human services into the future.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>	SCOTT, ALEXANDER		
Distribution List			
		amcdaniel@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/24/2025**Committee Agenda type:** Consent**Date Rec'd**

3/17/2025

Clerk's File #

OPR 2025-0189

Cross Ref #**Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 625-7706

Requisition #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5100 - PURCHASE OF SPRINTER 2500 VAN FOR WATER DEPARTMENT

Agenda Wording

Fleet Services would like to purchase one additional Mercedes 2500 Sprinter Van for the Water Department from Mercedes Benz of Spokane. Vehicle is to be used as an Electrical Maintenance Vehicle. Total cost including tax is \$71,329.44.

Summary (Background)

Vehicle is an addition to the recent vehicle pre-approval agenda item. Suitable AWD EV options are not available for this vehicle type, so we have chosen a fuel-efficient diesel power train that will utilize renewable diesel. Unit will replace an older vehicle that has surpassed its economic lifecycle.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Data is collected by Fleet Services for future lifecycle analysis.

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

Aligns with CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 71,329.44	
Current Year Cost		\$ 71,329.44	
Subsequent Year(s) Cost		\$ \$0	
<u>Narrative</u>			
Vehicle will be purchased using the Washington State Department of Enterprise Services Contract following all City competitive purchasing rules and regulations.			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ 71,329.44	#	4100-42490-94340-56404-11004
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		One-Time	
<u>Funding Source Type</u>		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes			
<u>Expense Occurrence</u>		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	GIDDINGS, RICHARD		
<u>Division Director</u>	STRATTON, JESSICA		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org			

Paschal, Brandon

From: Giddings, Richard
Sent: Monday, March 17, 2025 9:05 AM
To: Paschal, Brandon
Cc: Russell, Adam T.
Subject: FW: Vehicle Quote - 2025-3-461 - SPOKANE, CITY OF - 23210

Quote to Attach to OnBase submission for Water Department Sprinter Van.

RICK GIDDINGS | CITY OF SPOKANE | DIRECTOR, FLEET SERVICES DEPARTMENT
509.625.7706 office | 509.710-5500 cell | rgiddings@spokanecity.org | spokanecity.org

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Friday, March 14, 2025 7:10 AM
To: Giddings, Richard <rgiddings@spokanecity.org>
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2025-3-461 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2025-3-461 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423

Dealer: Mercedes Benz of Spokane (W42721)
21802 E George Gee Ave
Liberty Lake WA 99019

Dealer Contact: Derek Law
Dealer Phone: (509) 455-9100
Dealer Email: dlaw@mbofspokane.com

Organization Information

Organization: SPOKANE, CITY OF - 23210

Email: rgiddings@spokanecity.org

Quote Notes: Water Department Electrician Van

Vehicle Location: SPOKANE CITY

Color Options & Qty

147 Arctic White - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-04045-0001	2025 M-B Sprinter 2500 Cargo 9050 GVWR RWD 2.0L 4Cyl Standard HP Turbo diesel W/9spd Auto Trans 144 WB (M2CA4S) MSRP \$53,263.00 5% Discount	1	\$50,599.00	\$50,599.00
2025-04045-0003	2025 M-B Sprinter 2500 AWD Cargo 9050 GVWR 2.0L 4-Cyl High HP Turbo diesel W/9spd Auto Trans 144 WB (M2CA4A) \$62,933.00 5% Discount	1	\$9,187.00	\$9,187.00
2025-04045-0012	Delivery to customer location East Of The Mountains Eastern Washington (All Counties)	1	\$400.00	\$400.00
2025-04045-0017	(B01) ESP for increased Center of Gravity above 39.4 Ensuring safety and driving comfort with vehicles experiencing a high center of gravity (above 39.4?from the ground). Vehicles with a raised center of gravity due to installed bodies or larger modifications can still enjoy safety and comfort on the road in many different driving situations. MUST HAVE CB4/CB8/X55 NOT WITH RH0/CB7	1	\$0.00	\$0.00
2025-04045-0025	(CB7) The code CB7 provides enhanced roll stabilization, particularly when carrying heavier loads. Compared to the base suspension, a stiffer spring is added on to the front axle and a ride height increase of 0.5?/12.5mm is seen. A torsion bar is also added to the rear axle. In addition, shock absorbers that have adapted characteristic are mounted NOT With CB8	1	\$349.00	\$349.00
2025-04045-0032	(D03) High roof 144WHEELBASE ONLY The High roof includes high sidewalls and higher rear doors, giving an interior height in the load/passenger compartment of approx. 79.5? (2020 mm) (short wheelbase approx. 79.1? (2010 mm)). Compared to the standard roof, this is approx. 11.5? (292) mm higher. This provides increased load space and room for stand up. The door apertures are higher both rear and sliding compartment doors. The maximum load capacity is 330 Ibs (150 kg) evenly distributed over the whole area of the roof.	1	\$3,550.00	\$3,550.00
2025-04045-0035	(D51) Cargo partition with 1 window must have T77; not with D50/SR8/SR9/T74/D17 The Full-Width Partition D51 with one window located on the B-pillar is designed as one-piece for normal height roof and two-pieces for high roof versions. These options now have a 0.59? (15 mm) deeper contouring at back rest height. This allows for the front seats to be better adjusted to the driver?s and co-driver?s comfort. The window aperture for Full-Width Partition with one window has the dimensions of 9.84 x 34.06? (250 mm x 865 mm). The window is glued to the partition wall.	1	\$381.00	\$381.00
2025-04045-0064	(FR8) Rear view camera (HEAD UNIT DISPLAY) Must have C02; Not With FR3/JB7/JB6	1	\$382.00	\$382.00
2025-04045-0094	(JW0)Backup Alarm When reverse gear is selected with the ignition switched on, an audible signal is activated. If reverse gear is engaged twice within five seconds, the volume of the reversing warning signal switches to the quieter setting. This procedure must be repeated every time a reversing operation is to be performed with reduced signal volume. The reversing warning system cannot be switched off. Switching off the ignition reactivates the default setting. The horn for the reversing warning system is normally fitted on the inside of the end cross member. A sticker stating "Engage reverse gear twice in quick succession to set the reversing beeper to the quieter nighttime setting" is enclosed with the vehicle document wallet.	1	\$113.00	\$113.00
2025-04045-0107	Cruise control (MS1) (STD 2021)must have C6L The Cruise control accelerates and brakes the vehicle automatically in order to maintain a previously stored speed above 15 mph (24 km/h). The cruise control is operated using the left HH buttons. A limiter function is not available. If the cruise control is activated and the optimal available Traffic Sign Assist has detected a speed restriction sign, the maximum permissible speed displayed in the instru-ment display can be stored and the vehicles maintains or does not exceed this speed.	1	\$0.00	\$0.00
2025-04045-0111	(Q24) Trailer Hitch, 5,000 lbs. Available on 2500 and 3500/3500XD/4500 170EXT; not with W73/QA2 The trailer cross-member code Q24 has a towing capacity of 5.000 lbs. (2.268 kg) and a maximum trailer load of 500 lbs. (227 kg). A trailer plug socket 7-poles and a trailer connection unit (AAG) which also supports the LED lights on a trailer is included with the code E40. A permanent power supply is on the trailer socket pin 4 and allows to connect accessories up to a maximum of 240 W. Do not use the power supply to charge the trailer battery. Charging the trailer battery using the power supply of the trailer can damage the battery.	1	\$166.00	\$166.00
2025-04045-0120	(RM1) M+S winter tires Must have RD9/RF1; not with RF8/RH0/RH6 The Mud and Snow tires feature a compound and tread design, which ensures good traction and lateral stability in the cold, snow and slush, as well as in similar adverse road conditions.	1	\$193.00	\$193.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$65,320.00
9.2 % Sales Tax:	\$6,009.44
Quote Total:	\$71,329.44

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/24/2025**Committee Agenda type:** Consent**Date Rec'd**

3/18/2025

Clerk's File #

OPR 2025-0054

Cross Ref #**Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

NATE ODLE 6288

Requisition #

PAID THRU

Contact E-Mail

NODLE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

The City has an existing contract with Zach Pekelis of PACIFICA LAW GROUP to provide outside counsel services and advice in the legal matter of Matthew Shea v. City of Spokane, et al. This amendment will increase the contract by \$100,000 for a total contract amount of \$150,000.

Summary (Background)

This lawsuit is brought against three current and three former City Councilmembers wherein the plaintiff, Matt Shea, alleges a resolution passed by City Council in 2023 that censured former-Mayor Woodward violated various constitutional rights, including his right to free speech and practice his religion.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$ 100,000		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 100,000	#	From Claims
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source	One-Time		
Funding Source Type	Select		
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence	One-Time		
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	PICCOLO, MIKE	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Zach.Pekelis@pacificalawgroup.com		nodle@spokanecity.org	
sdhansen@spokanecity.org		dstragier@spokanecity.org	
Zach.Ray@us.davies-group.com		mdean@spokanecity.org	
ddaniels@spokanecity.org			



CITY OF SPOKANE

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of **Shea v. Spokane, Washington, et. al.**, United States District Court Eastern District of Washington, Cause No Cause No. 2:25-cv-00031-JAG, and

WHEREAS, additional funds are necessary to defend this case, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 16, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on March 1, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

PACIFICA LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/17/2025

Committee Agenda type: Consent

Date Rec'd

3/10/2025

Clerk's File #

OPR 2025-0246

Cross Ref #

Project #

Council Meeting Date: 04/14/2025

Submitting Dept

INTEGRATED CAPITAL

Bid #

RFP 6265-24

Contact Name/Phone

INGA NOTE 625-6331

Requisition #

MASTER

Contact E-Mail

INOTE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

4250 - TRAFFIC DATA COLLECTION ON-CALL SERVICES

Agenda Wording

Master on-call contract with Quality Counts, LLC (Athol, ID) for traffic data collection services.

Summary (Background)

Transportation Engineering staff in ICM has a variety of state, federal and local projects requiring traffic data. Streets has been short-staffed and not always able to provide count data. This contract will allow for a consulting firm to provide that data when needed. Specific projects requiring data collection include the Transportation Impact Fee update work for 2025, several traffic calming projects, and the Safe Streets for Spokane grant. The data collection cost will be billed to outside funding sources whenever possible. Request for Proposals #6265-25 was opened on February 3, 2025, with four proposals received for traffic data collection services. On-call services for a period of two years with option for two one-year renewals.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A.

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

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

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

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

Council Subcommittee Review

None. Although the need for pre and post project speed and volume data has been discussed at the Traffic Calming Subcommittee.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 250,000.00	
Current Year Cost		\$ 75,000.00	
Subsequent Year(s) Cost		\$ 175,000.00	
<u>Narrative</u>			
See discussion of funding source under Summary.			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ 250,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		Recurring	
<u>Funding Source Type</u>		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Impact Fee Program, Grants, Traffic Calming.			
<u>Expense Occurrence</u>		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Recurring over 2-4 years.			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	DAVIS, MARCIA	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
Dan Franz – dfranz@qualitycounts.net		eraea@spokanecity.org	
Tax&licenses@spokanecity.org		jrhall@spokanecity.org	
publicworksaccounting@spokanecity.org		icmaccounting@spokanecity.org	
pkurtz@qualitycounts.net		inote@spokanecity.org	



City of Spokane

CONSULTANT AGREEMENT

**Title: DATA TRAFFIC COLLECTION
ON CALL SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **QUALITY COUNTS, LLC**, whose address is 1667 Kelso Lake Road, Athol, Idaho 83801 as ("Consultant"), as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to conduct On-Call Traffic Data Collection Services; and

WHEREAS, the Consultant was selected from RFP 6265-25, 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 Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on April 15, 2025, and ends on April 14, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed two (2) additional one year contract periods.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Response to RFP and attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's on-call services under this Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, plus tax if applicable and in accordance with the Cost Proposal in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

A. Worker's Compensation Insurance in compliance with RCW 51, 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 on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

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

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall

have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

QUALITY COUNTS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Contract:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's Response to RFP

EXHIBIT A

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

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

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

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

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

EXHIBIT B



February 3, 2025

City of Spokane
Purchasing & Contracts
915 N. Nelson St.
Spokane, Washington 99202

Re: RFP for Traffic Data Collection On-Call Services

Dear Connie Wahl,

It is our pleasure to submit this proposal to provide Traffic Data Collection On-Call Services to the City of Spokane. Quality Counts (QC) is committed to delivering reliable and accurate traffic data to support the City's planning and infrastructure initiatives. With our proven expertise, local presence, and innovative technology, we are prepared to meet your traffic data collection needs effectively and efficiently.

Firm Overview & Local Presence – For over 20 years, QC has provided valuable data to support planning and engineering efforts in Washington. Since 2021, QC, a limited liability company, has serviced the Spokane area from our Athol, ID office. We take pride in being your local traffic data collection provider. Our proximity ensures rapid response times and efficient execution of projects, even under challenging conditions such as snow or ice. I, as Principal-in-Charge, am authorized to represent QC in this contract. **Dan Franz**, located in Athol, will serve as your Project Manager and primary point of contact, managing data collection efforts and ensuring all work meets the City's requirements. With our experienced staff, ample resources, and effective management strategy, we are well-equipped to serve the City as a reliable data collection partner.

Capability & Scalability – Since 2001, QC has supported municipalities across the region, completing counts at over 12,000 locations across Washington and 500 locations in the Spokane area. Our extensive inventory includes over 2,100 video recording devices, allowing us to deploy resources flexibly and complete high-volume data collection projects on schedule. Our technology and capacity allow us to process over 10,000 hours of video per week, ensuring timely delivery of results. We can also provide additional TMC hours or expanded datasets at a low cost, offering even greater value for the City.

Advanced Technology – QC is the developer and provider of DataPoint, our proprietary, GIS-based traffic count management platform. As requested, our team will upload all collected data directly into the platform, ensuring transparency, easy access, and organized storage. Additionally, we offer DataLens, our AI-driven video analysis software, which processes counts while performing built-in QA/QC to enhance data accuracy. DataLens allows us to provide longer duration counts more cost-effectively, conduct speed counts in circumstances where tubes are ineffective – including in snowy weather – collect bike and pedestrian data with class counts, and can also provide near miss video analysis, identifying potential conflict points among vehicles, pedestrians, and cyclists.

QC has no current or former employees from participating agencies on staff or our governing board within the last 12 months. QC acknowledges and agrees to comply with all terms and conditions outlined in the RFP.

We appreciate the opportunity to submit this proposal and look forward to the potential of supporting Spokane's data collection needs with our innovative tools, experienced team, and scalable solutions. If you have any questions, please feel free to contact me directly at 503.620.4242 or pkurtz@qualitycounts.net.

Sincerely,

Peter Kurtz | Chief Operating Officer

Quality Counts, LLC

1667 KELSO LAKE RD. ATHOL, ID 83801

P: 971.223.0000 | F: 954.692.9086 | QualityCounts.net

TECHNICAL PROPOSAL

Project Understanding

Project Understanding

Quality Counts (QC) fully understands the City of Spokane's requirements for on-call traffic data collection services as outlined in the RFP. The City seeks a reliable partner to provide accurate and timely traffic data, including vehicle speed, volume, classification, pedestrian and bicycle volume, and turning movement counts. QC is well-prepared to meet and exceed these expectations with our extensive experience, skilled team, and advanced technology.

QC has the capacity to not only meet, but exceed data collection requirements, performing counts at up to 50 locations within a single week while maintaining accurate, post-processed reports in the required electronic format. With our team located less than 40 miles away, we can rapidly deploy and set up at new locations within hours of a request, pending availability, ensuring flexibility and responsiveness to project needs.

Our team has the expertise to manage any number of turning movement counts during the contract term, with the flexibility to accommodate weekday peak-hour counts at medium and high-volume signalized intersections, as well as low-volume unsignalized intersections. Additionally, we are fully prepared to deliver daily counts for vehicle volume, speed, and classification, adapting to the City's scheduling and reporting standards.

Our approach ensures seamless execution of the City's on-call projects. We acknowledge the importance of adhering to the City's timelines, including providing confirmation of work orders within 48 hours and completing assignments within three weeks, barring uncontrollable delays. Our deliverables will align with the City's established naming conventions and reporting formats, including PDF and Excel files as requested, ensuring consistency and usability.

Our commitment to excellence extends to our innovative solutions for traffic data collection. We utilize advanced technology, such as camera-based detection methods, to overcome challenges like snow and adverse weather that may impact traditional data collection techniques. Our team is also prepared to furnish traffic control plans where required and comply with all safety requirements.

We value the City's interest in improving traffic data collection methods and will provide recommendations to enhance the efficiency and accuracy of data collection, maintenance, and distribution. With our proven

combination of expertise, resources, and commitment to quality, QC is ready to serve as a trusted partner to meet all the City of Spokane's traffic data collection needs.

Management Work Plan

Our organizational structure is designed to promote seamless project execution and maintain clear, efficient lines of communication. Peter Kurtz serves as the Principal-in-Charge, providing strategic oversight and ensuring all project objectives are achieved. Dan Franz, the Project Manager, is the primary point of contact and leads every phase of the project. He is actively involved in each step, ensuring clear and consistent communication between the City of Spokane and our team while coordinating efforts across all departments to deliver timely and reliable services.

Michael Frakes serves as the Lead Field Technician, prepared to support all field operations, such as equipment deployment and retrieval, and maintaining daily communication with the Project Manager. Noah Smith, the Data Processing Manager, leads data processing efforts, supported by skilled Data Processing Technicians who uphold rigorous QA/QC standards and deliver accurate reports. Nick Mathie, our Video Processing Manager, oversees all aspects of video data processing, ensuring high-quality analysis and thorough review of video footage.

Our team is highly experienced in responding proactively to challenges and adapting to any scope changes requested by the City. We are well-versed in working under tight deadlines and adjusting plans on short notice to meet project demands. Prompt communication and responsiveness are central to our approach, allowing us to address issues effectively and maintain progress without delays. By fostering close collaboration between the City and our internal team, we ensure transparency and deliver solutions that align with the City's goals and expectations.

Approach & Methodology

Project Management Strategy

Project Mapping & Order Entry

After receiving a task order, Project Manager **Dan Franz** will map the requested survey locations using Google Maps. Sites will be reviewed using Street View and Traffic to determine appropriate equipment layouts. As a local provider, we have the capability to conduct site visits as needed to assess conditions firsthand and optimize data collection setups. Sites requiring collection will be pinned and named on the map, with one map layer utilized for each count type. The map layers will be titled based on

the scope and timing of each count type [e.g., “TMC (24-Hours)”). This map will be submitted to the City to ensure all locations and their respective collection scopes have been properly identified. Upon acceptance, the map will be exported as a .KML file and imported to QC’s online project management application, QC Hub.

Management Tools

QC Hub stores all project data, videos, and order details, ensuring seamless tracking and management. It will be used to generate detailed estimates based on our contracted rate schedule. Key project information, including the QC Hub project number, client details, and data requirements, is also managed in an internal dashboard, which streamlines internal workflows and notifies staff of required actions as the project moves through each stage.

Scheduling Practices

In the days before collection takes place, Dan Franz will schedule equipment setup and collection dates with Field Technicians. School and holiday schedules will be referenced to ensure data is collected when traffic is following a functional norm. Field data sheets will be downloaded from QC Hub and sent to the Field Technicians so they can develop efficient fieldwork routes. Finally, data processing and delivery dates will be assigned to the project within SmartSuite. Once these dates are entered, the corresponding tasks required of each key staff member will automatically generate and enter the respective team members’ activity queue. This process ensures the seamless and timely progression of each project QC performs. After all dates and assignments are scheduled, our team will communicate the field work and delivery dates with the City of Spokane.

Project Delivery and Invoicing

Nick Mathie and Noah Smith will lead data processing tasks for all collected surveys. Their technicians will be tasked with verifying quality assurance and delivering the resulting data, video files, and project invoices. Their technicians will also address any report questions.

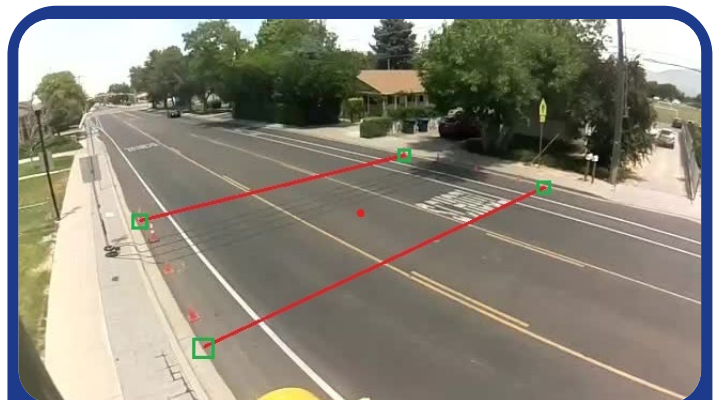
Data Collection Approach

Field Work Practices

Prior to deploying camera equipment, QC Field Technicians review all video recording devices and telescoping poles ensuring devices fully charged, in optimal working condition, free from faults. We utilize StreetLogic Pro CountCAM cameras out of our 2,100-unit inventory. Each camera features internal batteries and video storage capable of recording for up to 100 hours.

When conducting field work for turning movement counts, volume counts or classification counts, QC Field Technicians mount cameras to the back of traffic signal poles or street signs. Cameras are set up to record an unobstructed view of all vehicles, pedestrians, and cyclists. As an initial step in the QA/QC process, Field Technicians observe vehicles, cyclists, and pedestrians making all possible movements to verify that the site is fully within the camera’s field of observation. Approaches are also captured to allow for upstream traffic reporting; this includes queues, unusual traffic behavior, and accidents.

To collect speed data, Field Technicians install tube counters at predetermined locations following manufacturer specifications and QC policies. This includes synchronizing clocks, setting classification bins, calibrating devices, and securing equipment. A manual test count is performed to verify accuracy by comparing registered hits to actual vehicle passes. Our equipment undergoes regular testing, monitoring, and calibration to maintain data precision.



Reference distances are used to draw lines in DataLens for vehicle speed calculations.

When speed data cannot be collected using pneumatic tubes due to factors like snowy conditions, high-speed roads, or heavy congestion, we utilize video cameras as a non-intrusive alternative. Field Technicians place survey flags or use existing road markings at known distances to serve as reference points for speed calculations during video analysis. This approach allows us to capture accurate speed data without disrupting traffic flow. While pneumatic tubes remain our primary method for speed counts, video technology provides a reliable backup to ensure data collection in challenging locations.

At every location, Field Technicians are tasked with completing field data sheets with any requested site data. These data sheets include:

- A detailed map of the count location, including per lane movement diagrams
- Weather and environmental notes
- GPS coordinates of the collection device
- Land use observations and nearby addresses
- The presence of traffic control devices
- The presence of nearby construction

The equipment is collected from the field after the survey period has ended. All video is transferred through the cloud to our Video Processing Center.



Telescoping poles are used to achieve a minimum 20 feet of camera height.

DataLens – Video Processing

After all footage is uploaded, the quality of the video is reviewed by Video Processing Technicians. Technicians begin their work by evaluating the camera angles and field conditions present at each location. This high-level review of field conditions allows us to identify any necessary refilm needs early in the project timeline. Vehicle volumes, classifications, pedestrians, cyclists, and other data are then processed through **DataLens**, our AI-driven video processing application that is proven over 98% accurate.

QC's DataLens application uses a machine learning algorithm to identify, classify, and track vehicles, pedestrians, and cyclists. Technicians will 'gate' the origin and destination point clusters among each site approach to tabulate vehicle volumes. Vehicles are classified in up to 8 classification bins based on FHWA axle-based classes.

Vehicle speeds are based on the time it takes objects to cross two reference lines drawn between the survey flags shown in the video. The drawing of the reference lines occurs within the DataLens application. The resulting output is a report of speeds per vehicle and their corresponding timestamps. This data is binned in any interval duration for easier analysis.

QA/QC Procedures

After the data is processed from the video, QC's proprietary MERLIN QA/QC software runs comparative checks on every interval of data for every movement among a set of locations. Data anomalies are flagged and recounted for validation. A QA/QC report is generated and sent to the data requestor that details every flag and our findings from any recounts. These notes may include details of volume variances among intersections with possible causes of volume inconsistencies, time-stamped illegal movements, special events such as train crossings, confirmation of severe dips or spikes in volumes, notes of accidents or weather events, and any other details deemed relevant to data interpretation and analysis.

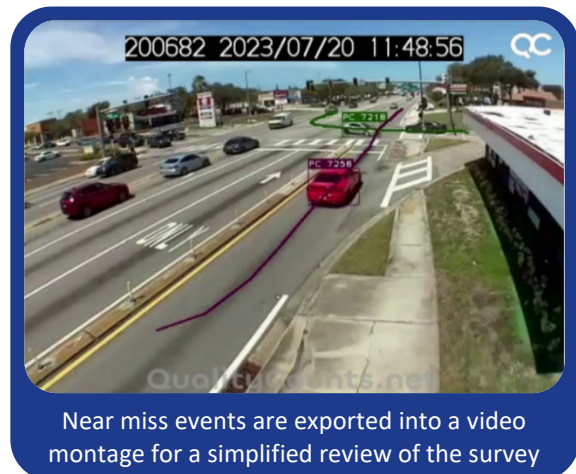
If historical data is available, Video Processing Technicians will compare it to newly collected data to ensure that it falls within a reasonable growth range. Processed data is further subject to strict internal quality control tests conducted by senior Video Processing staff. As necessary, this includes a test count of three randomly selected, consecutive five minute intervals per peak period.

Data Compilation and Submittal

Final data and diagrams will be provided as Excels, PDFs, shapefiles, CSVs, PPDs, or any other common format.

Near Miss Video Analysis

While not specifically requested, QC can offer the City a unique opportunity to enhance safety through DataLens, our AI-driven near miss analysis tool. Using video footage from fixed or temporary cameras, DataLens identifies potential safety incidents by calculating post encroachment time (PET)—the time gap between vehicles, cyclists, or pedestrians in close proximity. This approach provides a cost-effective way to monitor intersection safety and implement targeted improvements, particularly benefiting vulnerable road users. If requested, we can deliver reports with data and diagrams in Excel, PDF, shapefiles, or CSV formats.



Near miss events are exported into a video montage for a simplified review of the survey

MANAGEMENT PROPOSAL

Firm Qualifications

Quality Counts, LLC is a nationwide full-service transportation data collection firm with more than 150 employees in 15 offices across the United States. Our team is exceptionally qualified to perform the work outlined in the RFP, backed by a robust track record of service and expertise. Since our founding in 2003 in Portland, OR QC has grown to become a leader in transportation data collection.

We have successfully served over 5,000 clients, including numerous state DOTs, counties, cities, MPOs, COGs, private sector clients, FHWA, and the National Cooperative Highway Research Program (NCHRP). QC has completed over 25,000 projects, conducting 270,000 individual studies. We have processed over 2.5 million hours of video, with a still-increasing capacity for data processing and analysis.

QC has been actively conducting work in Spokane since 2003 and established a local presence in the area in 2021, building deep familiarity with the region's roadways, infrastructure, and traffic patterns. Our local team has completed traffic counts at over **12,000 locations across the state**, including over 500 in the Spokane area. Dan Franz, who has been QC's **Northwest based Director of Operations for over ten years**, has completed hundreds of projects locally. His extensive experience ensures that our team is well-versed in the unique needs and requirements of the City of Spokane.

Our vast experience is made possible through the use of state-of-the-art hardware, software, and proven processing methods. We maintain a high level of industry-specific knowledge and cutting-edge technology to allow us to deliver solutions catered to unique transportation problems. Our team offers access to collection capabilities backed by an immense inventory of pneumatic tube counters, cameras, side-fire radars, drones, and fixed-wing aircraft. QC regularly utilizes manual and fully automated processing methods for unrivaled 98% accuracy and complete reporting customization, proprietary QA/QC analytics applications for macro-level data validation across entire corridors, and automated software for specialized, near miss safety assessments.

Our team is dedicated to providing exceptional service, leveraging our vast experience and local knowledge to meet and exceed the expectations of the City. We are confident in our ability to deliver precise, actionable traffic data to support the City's transportation planning and operational needs.

Allocation of Resources

Our team is well equipped to meet the scope of services requested, supported by a robust inventory of over 2,100 video recording devices, and 2,000 tube counters. Our expansive resources and experienced personnel allow us the flexibility to reallocate equipment and staff as needed, ensuring seamless execution and adherence to project timelines. We frequently mobilize resources to areas requiring additional support, exemplifying our ability to adapt and scale for projects of varying sizes and complexities. Our Athol, ID office is fully prepared with the necessary tools and personnel to complete this project successfully. Additionally, our Portland, Oregon office stands ready to provide supplemental resources and support, guaranteeing the highest level of service delivery for the City of Spokane.

Capabilities

Innovative Services

- DataPoint count management system
- Near miss data analysis
- Automated horizontal curve assessments

Video Surveys

- Turning movement counts
- Queue, delay, and gap
- Weave analysis
- License plate O-D
- Red light compliance
- Gap duration and acceptance/rejection
- Trip generation

Parking Studies

- Parking inventory/capacity
- Space/block/lot utilization
- Vehicle turnover
- Intercept surveys

Bicycle/Pedestrian Studies

- High volume/special event studies
- Pedestrian-vehicle conflicts
- Transit/boarding studies
- Pedestrian compliance

Aerial Surveys

- Complex TMCs and O-D
- Mainline and interchange studies
- Vehicle and bike/ped behavior studies
- Before/after and progression assessments

Mainline Studies

- ATR (pneumatic tube counts)
- Side-fire radar counts
- Video-based counts

Staff Experience

The QC team has dedicated their careers to the improvement of data collection and processing. Our personnel have the relevant qualifications to deliver your project. We have assembled a team that has the experience to successfully deliver on this contract. Our team members have the necessary availability and are fully committed to providing the required services. The resumes on the following pages demonstrate just a small sample of their project experience.



Peter Kurtz– Principal-in-Charge

Business Administration | University of Oregon | 21 Years of Experience

Peter has provided project oversight and management of traffic data projects across the United States since the inception of Quality Counts in 2003. Serving as Chief Operating Officer, he oversees national operations with an emphasis on large-scale and high-profile transportation data efforts. Peter's problem-solving mindset has helped Quality Counts achieve unprecedented growth over the years through his ability to analyze and interpret data to drive efficiency across the organization. He has spearheaded establishing policies and procedures to promote QC's company culture and vision.

Washington State Department of Transportation | Traffic Count Program – As Principal-in-Charge, Peter provides strategic oversight and ensures the successful execution of QC's traffic count program for WSDOT. He oversees project planning, resource allocation, and high-level coordination to maintain efficiency and quality across more than 700 locations throughout the Seattle-Tacoma area and the broader Puget Sound region. Based on early results of this work, WSDOT has expanded the project to include additional volume counts in Spokane for 2025.

Southwest Washington Regional Transportation Council | Services for Transportation Data Collection – Principal-in-Charge responsible for overseeing RTC's annual traffic counts. His oversight supported the successful completion of 80-90 travel time runs and 90-100 tube counts across the greater Vancouver metropolitan area.

Oregon Department of Transportation | Data Collection On-Call – As Principal-in-Charge, Peter led a wide range of traffic data collection services for ODOT, including 48-hour tube counts, classified turning movement counts, near miss analysis, seat belt surveys, and weave studies. QC conducts tube counts and classified turning movement counts across all five regions of Oregon, with task orders consisting of hundreds of counts annually—over 900 counts completed in 2021 alone. In addition to field data collection, QC is contracted with ODOT to load the counts into traffic count management software and perform timely quality checks to ensure data accuracy and integrity within the system.

Clark County, WA | On-Call Traffic Data – Since 2017, Peter Kurtz has led Quality Counts' annual tube count program for Clark County as Principal-in-Charge. His leadership supported the collection of over 130 counts annually, providing reliable data for traffic demand forecasting and growth analysis.

City of Longview | Traffic Counts – As Principal-in-Charge, Peter provided strategic oversight for the data collection at 44 downtown Longview locations. He played a key role in guiding the team to navigate same-day corridor restrictions and deliver precise data within narrow time constraints.

Marion County, OR | Tube Count Contract – Principal-in-Charge responsible for managing the multi-year contract to collect annual traffic volume and classification data at over 200 locations. His oversight ensured the project's consistent execution within a tight two-month window each year, with the contract extending through 2027.

Clackamas County, OR | Bike/Ped Traffic Counts – As Principal-in-Charge, Peter directed the successful collection of bike and pedestrian movement data at 54 locations across Clackamas County. His oversight enabled the delivery of key insights into non-motorized travel trends for long-term planning.

City of Bend, OR | Tube Count Program – As Principal-in-Charge, Peter has provided consistent oversight for the annual collection of approximately 40 tube counts in the City of Bend since 2016. His leadership ensured data accuracy and customized reporting to monitor growth and roundabout performance.

City of Oregon City, OR | Traffic Counts – As Principal-in-Charge, Peter has overseen the triennial tube count program in Oregon City. His role ensured accurate data collection at 180 locations and delivery of customized reports that integrate seamlessly with the city's GIS system.

Clackamas County On-Call Traffic Data – Peter has served as Principal-in-Charge since 2015 for Clackamas County's triennial traffic count program. His guidance ensured data collection at over 650 locations, providing classification, speed, and volume data with customized reporting.

**Dan Franz – Project Manager (*Prime Responsibility & Authority*)****Business Administration | Cascade College | 18 Years of Experience**

Working with QC for more than 18 years, Dan Franz has supervised numerous contracts including aggregate annual tube counts of more than 3,000 locations. Starting as a field technician, Dan's journey with QC began with the hands-on deployment and collection of traffic data, laying the foundation for his deep understanding of the area. Evolving into the role of Project Manager and Director of Operations, he has spent years overseeing projects across the state of Washington, demonstrating his vast knowledge of the region. Importantly, living and working out of the Spokane

area, Dan has ingrained himself in the local fabric, enhancing his ability to understand and address the unique challenges of the region. Dan's expertise is extensive, and he now manages contracts across the West Coast and nationwide.

City of Spokane, WA | Traffic Calming Traffic Counts – Project Manager of allocating resources and executing collection of traffic counts throughout three different districts within the City of Spokane. QC conducted turning movement counts at 30 different intersections, and volume and speed 24-hour tube counts on 33 roadways.

Washington State Department of Transportation | Traffic Count Program – Project Manager responsible for overseeing the successful execution of QC's traffic count program for WSDOT, managing the collection of 48-hour volume counts across more than 700 locations. He plays a key role in project planning, coordinating schedules, and ensuring data accuracy. Following the program's early success, WSDOT expanded the project to include additional counts in Spokane for 2025, with Dan leading efforts to maintain efficiency, safety, and quality in data collection.

Clark County, WA | On-Call Traffic Counts – Project Manager for this annual tube count project that QC conducts to assist in forecasting traffic demand and measure growth. Since 2017, QC has performed this study for the county annually in addition to other various projects. On an annual basis QC collects 130+ 24-hour classification, speed and volume counts.

Southwest Washington Regional Transportation Council | Services for Transportation Data Collection – Project Manager responsible for this annual contract to perform tube counts and travel time studies for RTC every year since 2013. This encapsulates approximately 80-90 travel time runs and 90-100 tube counts across the greater Vancouver metropolitan area.

Oregon Department of Transportation | Data Collection On-Call – Project Manager for this on-call contract where QC conducts 48-hour tube counts and classified turning movement counts across all five regions of the state. Task orders are comprised of hundreds of counts annually, including over 900 counts in 2021. In addition to collecting count data in the field, QC is also under contract with Oregon DOT to load counts and conduct timely quality checks on the counts after they are loaded into traffic count management software.

Clackamas County, OR | Traffic Count Program – Project Manager responsible for this on-call contract that included major tube count collection at approximately 500 locations.

Washington County, OR | Annual Tube Count Program – Project Manager responsible for allocating resources and executing the collection of more than 250 locations of classification, speed, and volume tube counts annually across Washington County, OR.

Chamberlain, SD | City of Chamberlain Traffic Counts – Under Dan Franz's management, QC served as a subconsultant to Stantec for traffic data collection in Chamberlain, South Dakota. He led the team in collecting 24-hour TMC's and near miss analysis at 15 intersections, along with four 24-hour volume/speed/classification counts. Utilizing DataLens technology, Dan ensured the delivery of detailed insights into traffic flow and safety, assisting the city in making informed decisions based on accurate and current data.

Helena, MT | Capitol Area Pedestrian Studies – Project Manager for this study that explored pedestrian/bicycle and vehicle interactions on a key north/south corridor in Helena, Montana. Data collection along the corridor includes vehicle, pedestrian, and bicycle volume counts to inform the types of operational impacts the corridor experiences when motorized and non-motorized users interact. The collection was conducted at nine intersections and counts were done over two days. The project was conducted twice, once in April 2023 and then again in September 2023.

Michael Frakes – Lead Field Technician

Teaching Certificate | University of Missouri | 18 Years of Experience

Michael Frakes brings nearly two decades of experience as a field technician specializing in traffic data collection across the Pacific Northwest. As Field Work Manager, Michael oversees all aspects of field operations, including the deployment and retrieval of equipment, ensuring seamless and efficient data collection processes. His extensive hands-on experience in the region has equipped him with deep knowledge of local conditions, logistics, and best practices, making him a trusted leader in managing fieldwork for complex projects. Michael's commitment to safety, accuracy, and operational excellence has been instrumental in delivering reliable traffic data for a wide range of clients.

City of Spokane, WA | Traffic Calming Traffic Counts – As Lead Field Technician, Michael Frakes oversaw the deployment of resources and managed the collection of traffic data across three districts in Spokane, WA. He and his team conducted turning movement counts at 30 intersections and collected 24-hour volume and speed data using tube counters at 33 roadway locations.

Washington State Department of Transportation | Traffic Count Program – Lead Field Technician responsible for supporting the execution of QC's traffic count program for WSDOT, conducting 48-hour volume counts at over 700 locations. Michael ensures proper setup and calibration of equipment, oversees safe data collection procedures, and collaborates with project managers to maintain schedules and meet project goals.

Clark County, WA | Annual Station Counts On-Call – Michael Frakes, as Lead Field Technician, oversaw the deployment of resources and the execution of traffic data collection at over 150 locations across Clark County, WA. His responsibilities included coordinating scheduling, managing field operations, and ensuring the accurate collection of volume, speed, and classification data.

Southwest Washington Regional Transportation Council | Services for Transportation Data Collection – Michael managed all fieldwork for this annual contract, overseeing the deployment and retrieval of tube counters and travel time study equipment. His leadership ensured the successful completion of approximately 90-100 tube counts across the greater Vancouver metropolitan area.

Oregon Department of Transportation | Marion County Rural TSP – Michael directed field operations for the deployment of video collection equipment at 66 intersections across Marion County, OR. He ensured efficient setup, accurate data collection, and timely equipment retrieval to provide ODOT with critical insights into traffic flow and intersection activity.

Oregon Metro | Annual Cutline Data Collection – Michael coordinated field operations for the deployment of tube counters and video equipment at 70 locations throughout Portland, OR. His oversight ensured the collection adhered to strict timelines and provided the city with high-quality data for traffic modeling.

City of Lake Oswego, OR | Annual Traffic Counts – Michael led field operations for the annual collection of traffic data, deploying equipment at nearly 100 locations across the city. His efforts ensured the on-time delivery of accurate volume, speed, and classification data to inform city planning.

Port of Portland | PDX International Airport Annual Counts – Michael managed field operations for a large-scale data collection project at 40 sites within Portland International Airport. Utilizing video and tube counters, his team captured traffic patterns and congestion points, providing the Port with data to optimize airport transportation efficiency.

City of Hillsboro, OR | Annual Tube and Bike Counts – Michael supervised field operations for the deployment of equipment at nearly 200 locations over six months. This project involved collecting 24-hour volume, speed, and classification data to support the city's bicycle and infrastructure planning efforts.

Washington County, OR | Annual Count Program – Michael oversaw fieldwork for the collection of approximately 400 24-hour midblock station counts annually, as well as a 12-hour bike and pedestrian project every summer. He ensured the collection of detailed classification, speed, and volume data tailored to the County's specific reporting needs.

Clackamas County, OR | Traffic Count Program – As Lead Field Technician, Michael Frakes coordinated the deployment and execution of traffic data collection for an on-call contract in Clackamas County, OR. His leadership ensured the successful completion of major tube count collections at approximately 500 locations.

**Noah Smith – Data Processing Manager****Theater | Emerson College | 9 years of Experience**

Noah Smith started with Quality Counts at the corporate office in Oregon before moving up the coast to oversee the Seattle Metro Operations from 2014 to 2016. Now based out of Los Angeles, he assists QC's national offices with internal staff on efficient use of QC's website, and trains incoming staff on the various data processing software utilized by the company. Noah is also an integral part of QC's Horizontal Curve Assessment projects and serves as the company advisor for projects involving Bluetooth technology and big data.

Southwest Washington Regional Transportation Council | Services for Transportation Data Collection – Data

Processing Manager for this annual contract consisting of tube counts and travel time studies for RTC every year since 2013. This encapsulates approximately 80-90 travel time runs and 90-100 tube counts across the greater Vancouver metropolitan area.

Clark County, WA | On-Call Traffic Counts – Data Processing Manager responsible for overseeing the processing of the volume, speed, and class data from over one hundred and fifty locations across Clark County, Washington.

Washington State Department of Transportation | Traffic Count Program – Data Processing Manager responsible for overseeing the processing of all traffic count data, including 48-hour volume counts from over 700 locations. Ensures that all data is accurately inputted into the traffic count management software, coordinates data validation and quality checks, and resolves any discrepancies.

Oregon Department of Transportation | Annual Traffic Data Collection Services – Data Processing Manager responsible for overseeing the processing of this annual contract to perform tube counts across the state. Worked with agency to provide customized deliverables.

Oregon City | Citywide Count Program – Data Processing Manager responsible for overseeing the processing of volume, classification, and speed data from 181 locations throughout Oregon City, OR.

**Nick Mathie – Video Processing Manager****Civil Engineering | University of Portland | 21 years of Experience**

Nick manages QC's Video Processing Center which involves overseeing data processing from video provided directly from clients or from our 15 field offices. This included verifying any of dozens of data protocols with various state agencies and private data collection firms, overseeing video check-in, data processing, quality control, deliverable creation, and submitting final reports. Nick now leads the data collection of large-scale contracts across the United States. These projects generally encompass hundreds of collection hours and often require unique, custom data sets and

database management through MS2 and similar platforms.

City of Spokane, WA | Traffic Calming Traffic Counts – Nick Mathie served as Video Processing Manager, overseeing the quality control and processing of traffic data collected across three districts within the City of Spokane. This included turning movement counts at 30 intersections and 24-hour tube counts for volume and speed on 33 roadways.

Washington State Department of Transportation | Traffic Count Program – Video Processing Manager responsible for overseeing the accurate processing and analysis of video data collected from over 700 locations across the state. Ensures all video footage is reviewed for data quality, identifying any issues and coordinating with field teams.

Southwest Washington Regional Transportation Council | Services for Transportation Data Collection – As Video Processing Manager, Nick Mathie ensured the accurate processing of data collected annually for this contract, including 80-90 travel time runs and 90-100 tube counts across the Vancouver metropolitan area. His role focused on delivering high-quality, reliable data to support the Council's transportation planning efforts.

Oregon Department of Transportation | Data Collection On-Call – Nick Mathie managed data processing for this statewide contract, ensuring timely and precise quality control of 48-hour tube counts and classified turning movement counts. He oversaw the loading and validation of over 1,000 counts into ODOT's traffic count management software.

Helena, Montana | Capitol Area Pedestrian Studies – As Data Processing Manager, Nick Mathie supervised the review and quality assurance of data collected along Montana Avenue near the State Capitol. This included processing vehicle, pedestrian, and bicycle volume counts at nine intersections during two collection periods in April and September 2023.

Past Experience & References

Our team is exceptionally qualified to perform the work outlined in the RFP, backed by a robust track record of service and expertise. Born in the Northwest, QC has established deep familiarity with the local roadways, infrastructure, and traffic patterns. Peter Kurtz and Dan Franz, who have been QC's **Northwest based Managers for nearly 20 years**, have completed hundreds of projects locally. Their extensive experience ensures that our team is well-versed in the unique needs and requirements of the City of Spokane.

Washington State Department of Transportation Traffic Count Program (Fall 2024 – Present)	
Contact Name: Joe St. Charles joe.st.charles@wsdot.wa.gov 360.570.2381	QC has been contracted by WSDOT to conduct 48-hour volume traffic counts on mainline roadways and freeway ramps throughout the Puget Sound area, covering over 700 locations. QC secured WSDOT approval for our video-based data collection process, utilizing our advanced DataLens processing system. Based on the impressive early results of this work, WSDOT recently requested additional counts in the Spokane area for the current fiscal year. As a result, QC will be completing additional volume counts in and around Spokane in 2025. This innovative approach has enhanced both efficiency and safety—allowing more sites to be collected within a single count period while eliminating the need for tube installations, reducing risks for field technicians.
Southwest Washington Regional Transportation Council Transportation Data Collection (2005 – Present)	
Client Reference: Dale Robins dale.robins@rtc.wa.gov 564.397.5212	QC has been awarded a contract to perform annual tube counts and travel time studies for Southwest Washington RTC every year since 2013. This encapsulates approximately 80-90 travel time runs and 90-100 tube counts across the greater Vancouver metropolitan area. We have delivered consistent results and won a contract renewal on the basis of this work.
Idaho Transportation Department I-90 Widening Project Phase 1 & 2 (Fall 2021 & Spring 2024)	
Client Reference: Mike Seely mikese@horrocks.com 801.763.5100	QC conducted extensive traffic data collection to support Horrocks Engineering and the Idaho Transportation Department (ITD) in evaluating the proposed widening of I-90 from the Washington state line through Coeur d'Alene. In Fall 2021, we completed over 120 peak-hour turning movement and queue counts at freeway interchanges and nearby major intersections, delivering all data within one week. In Spring 2024, we successfully conducted another round of intersection and queue counts along I-90 through Coeur d'Alene, again completing the collection within a week. The collected data and footage provided critical insights to help ITD assess traffic conditions and make informed decisions about freeway expansion in this growing corridor.
Government Way Signal Coordination Traffic Counts (Spring – Fall 2024)	
Client Reference: Adam Dorsey adorsey@welchcomer.com 208.664.9382	QC conducted traffic counts for the Coeur d'Alene Government Way Signal Coordination project four times throughout 2024. Each data collection effort included turning movement counts at 10 signalized intersections on both a midweek day and a Saturday, along with seven-day volume counts at three locations within the corridor. The data was successfully collected on the first attempt each round, requiring no recollections. The City of Coeur d'Alene utilized the results to refine and optimize signal timing along Government Way, enhancing traffic flow and efficiency.
City of Spokane Safety Study (2022 – 2023)	
Contact Name: Adam Miles amiles@dowl.com 206.946.8593	In the fall of 2022 and 2023, QC conducted traffic data collection across three districts in the City of Spokane. This effort included turning movement counts at 30 intersections and 24-hour volume and speed tube counts on 33 roadways. The data supported the city's traffic calming initiatives by providing valuable insights into roadways with safety concerns, helping to inform strategies for improving traffic flow and safety.



Contract Termination History

Quality Counts take pride in maintaining a proven track record of reliability and professionalism. Over the past five years, we have not had a single contract terminated for default.

COST PROPOSAL

2-Hour Turning Movement Count	Flat fee	\$160.00
3-Hour Turning Movement Count	Flat fee	\$205.00
24-Hour Speed Count	Flat fee	\$220.00
24-Hour Volume Count	Flat fee	\$180.00
48-Hour Speed Count	Flat fee	\$310.00
48-Hour Volume Count	Flat fee	\$240.00
72-Hour Speed Count	Flat fee	\$400.00
72-Hour Volume Count	Flat fee	\$300.00
Other Counts: 24-Hour Near Miss Analysis	Flat fee	\$1,900.00 (\$500.00 each additional day)
Hourly rate for any data collection or services not listed above	Hourly rate	\$70.00

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Firm / Subrecipient / Contractor / Consultant hereinafter referred to as "Firm") 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 form 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 form had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this form 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 form 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

4. The Firm certifies, by signing this form 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.
5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form, or shall attach an explanation to this form.
6. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>Quality Counts, LLC</u> Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	<u>City of Spokane Traffic Data Collection On-Call Services</u> Program Title (Type or Print)
<u>Peter Kurtz</u> Name of Certifying Official (Type or Print)	<u><i>Peter Kurtz</i></u> Signature
<u>Chief Operating Officer</u> Title of Certifying Official (Type or Print)	<u>02/03/2025</u> Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Quality Counts, LLC

Organization:

15615 SW 74th Ave Ste 100

Street address:

Portland, OR 97224

City, State, Zip:

Peter Kurtz

CERTIFIED BY: (type or print)

Chief Operating Officer

TITLE:

Peter Kurtz

(signature)

02/03/2025

(date)

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Firm / Subrecipient / Contractor / Consultant hereinafter referred to as "Firm") 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 form 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 form had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this form 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 form 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

4. The Firm certifies, by signing this form 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.
5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form, or shall attach an explanation to this form.
6. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>Quality Counts, LLC</u> Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	<u>City of Spokane Traffic Data Collection On-Call Services</u> Program Title (Type or Print)
<u>Peter Kurtz</u> Name of Certifying Official (Type or Print)	<u><i>Peter Kurtz</i></u> Signature
<u>Chief Operating Officer</u> Title of Certifying Official (Type or Print)	<u>02/03/2025</u> Date (Type or Print)

NOTE: Signature also required on next page "Certification Regarding Lobbying".

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Quality Counts, LLC

Organization:

15615 SW 74th Ave Ste 100

Street address:

Portland, OR 97224

City, State, Zip:

Peter Kurtz

CERTIFIED BY: (type or print)

Chief Operating Officer

TITLE:

Peter Kurtz

(signature)

02/03/2025

(date)



January 28, 2025

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #6265-25 – Traffic Data Collection On-call Services

This Addendum 1 to the above identified Request for Proposals is being issued to provide an answer to a question received. The Question is identified with “Q” and answer is with “A” and red text.

1. **Q:** Could we kindly request a pricing sheet for submittal to help ensure all responding firms are bidding the same items?

A: A pricing sheet example is provided below. Note wording from Paragraph 3.5 “COST PROPOSAL”:

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit a fully detailed list with a flat fee cost inclusive of all expenses for different count types (2-hour turning movement, 3-hour turning movement, 24-hour speed, 24-hour volume, etc.). Provide an hourly rate for any non-standard data collection work. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

2- hour turning movement count: flat fee: \$ _____

3-hour turning movement count: flat fee: \$ _____

24-hour speed count: flat fee: \$ _____

24-hour volume count: flat fee: \$ _____

48-hour speed count: flat fee: \$ _____

48-hour volume count: flat fee: \$ _____

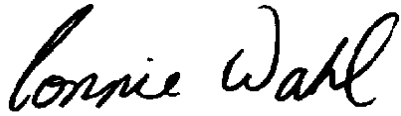
72-hour speed count: flat fee: \$ _____

72-hour volume count: flat fee: \$ _____

Other counts offered (describe): flat fee: \$ _____

24-hour Near Miss Analysis

Hourly rate for any data collection
or services not listed above: hourly rate: \$ _____



Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
Purchasing & Contracts
Department

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.

Quality Counts, LLC
Company

Peter Kurtz
Authorized Signature

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/27/2025

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

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

PRODUCER USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Chisa Blair PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: chisa.blair@usi.com														
INSURED Quality Counts, LLC 15615 SW 74TH AVENUE #100 Portland, OR 97224	<table border="1"> <thead> <tr> <th data-bbox="816 453 1433 478">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 453 1568 478">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 478 1433 504">INSURER A : Hanover American Insurance Company</td> <td data-bbox="1433 478 1568 504">36064</td> </tr> <tr> <td data-bbox="816 504 1433 529">INSURER B : Hanover Insurance Company</td> <td data-bbox="1433 504 1568 529">22292</td> </tr> <tr> <td data-bbox="816 529 1433 554">INSURER C : SiriusPoint Specialty Insurance Corp</td> <td data-bbox="1433 529 1568 554">16820</td> </tr> <tr> <td data-bbox="816 554 1433 579">INSURER D : Allmerica Financial Benefit Ins. Co.</td> <td data-bbox="1433 554 1568 579">41840</td> </tr> <tr> <td data-bbox="816 579 1433 604">INSURER E :</td> <td data-bbox="1433 579 1568 604"></td> </tr> <tr> <td data-bbox="816 604 1433 632">INSURER F :</td> <td data-bbox="1433 604 1568 632"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hanover American Insurance Company	36064	INSURER B : Hanover Insurance Company	22292	INSURER C : SiriusPoint Specialty Insurance Corp	16820	INSURER D : Allmerica Financial Benefit Ins. Co.	41840	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

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


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. 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	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZZ2J63800001	02/01/2025	02/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	AW2J61461001	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	X	X	UH2J63800101	02/01/2025	02/01/2026	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	X	WH2J61459701	02/01/2025	02/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability	X		PROVAE000021400	02/01/2025	02/01/2026	\$2,000,000 per claim \$2,000,000 annl aggr.

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

As required by written contract the City of Spokane, its agents, officers and employees are named as additional insureds and coverage is primary and non-contributory per Coverage form 421-2915, attached to the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Dept of Engineering Services Attn: Linda Hattenburg 808 W. Spokane Falls Blvd. Spokane, WA 99201-3343	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 
--	--



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Company

QUALITY COUNTS LLC
STE 100
15615 SW 74TH AVE
TIGARD OR 97224-7998

TAX REGISTRATION - ACTIVE

Issue Date: Feb 28, 2025

Unified Business ID #: 602626376

Business ID #: 001

Location: 0002

Expires: Feb 28, 2026

CITY/COUNTY ENDORSEMENTS:

KELSO GENERAL BUSINESS - NON-RESIDENT #A042968 (EXPIRES 08/31/2025) - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602626376 001 0002

QUALITY COUNTS LLC
STE 100
15615 SW 74TH AVE
TIGARD OR 97224-7998

FOLD HERE

TAX REGISTRATION - ACTIVE
KELSO GENERAL BUSINESS -
NON-RESIDENT #A042968 (EXPIRES
08/31/2025) - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

STATE OF WASHINGTON

FOLD HERE

Expires: Feb 28, 2026

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Consent**Date Rec'd**

3/12/2025

Clerk's File #

OPR 2025-0244

Cross Ref #**Project #**

2024077

Council Meeting Date: 04/14/2025**Submitting Dept**

INTEGRATED CAPITAL

Bid #

RFQU#: 6234-24

Contact Name/Phone

KEVIN PICANCO 509.625.6088

Requisition #

CR 27372

Contact E-Mail

KPICANCO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

4250 - CONSULTANT CONTRACT FOR KPFF CONSULTING ENGINEERS FOR

Agenda Wording

Consultant Agreement for Preliminary Engineering and alternatives analysis for improvements to the Thorpe Tunnels with KPFF Consulting Engineers (Spokane, WA), not to exceed \$248,334.96.

Summary (Background)

The Thorpe Tunnels along Thorpe Rd. west of US 195 at the Fish Lake Trail and at the BNSF railroad corridor are capacity constrained by their width. This preliminary engineering contract will complete an alternatives analysis and preliminary design exploring options to improve capacity and traffic operations through the tunnels. The scope of work will include analysis of multiple tunneling or bridge options, coordination with BNSF and other stakeholders, conceptional design and planning level project cost estimating to identify a preferred alternative. Pending funding, future work will include final design and construction.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

Project is included in the current 6-year CIP.

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 248,334.96	
Current Year Cost		\$ 148,334.96	
Subsequent Year(s) Cost		\$ 100,000.00	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 248,334.96	#	3200-49197-95100-56501-86146
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes, traffic Impact Fees			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
N/A			
Approvals		Additional Approvals	
<u>Dept Head</u>	DAVIS, MARCIA	<u>PURCHASING</u>	WAHL, CONNIE
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Mark Brower, Mark.Brower@kpff.com		icmaccounting@spokanecity.org	
tax&licenses@spokanecity.org		kpicanco@spokanecity.org	
eraea@spokanecity.org		nsulya@spokanecity.org	
mdavis@spokanecity.org		publicworksaccounting@spokanecity.org	



City of Spokane

CONSULTANT AGREEMENT

**Title: THORPE TUNNELS PRELIMINARY
ENGINEERING SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KPFF CONSULTING ENGINEERS, INC.**, whose address is 431 West Riverside Avenue, Suite 524, Spokane, Washington 99201 as ("Consultant"), as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Thorpe Tunnel Preliminary Engineering Services; and

WHEREAS, the Consultant was selected from RFQu 6243-24, 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 Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on April 15, 2025, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Scope of Work/Response to RFQu which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's on-call services under this Agreement shall not exceed **TWO HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED THIRTY-FOUR AND 96/100 DOLLARS (\$248,334.96)**, plus tax if applicable and in accordance with the Fee Schedule in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane - Integrated Capital Management, 808 W. Spokane Falls Blvd., WA 99201.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

A. Worker's Compensation Insurance in compliance with RCW 51, 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 on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

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

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall

have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

KPFF CONSULTING ENGINEERS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Contract:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's Scope of Work/Response to RFQu

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

Exhibit B – DRAFT Scope of Work
City of Spokane
Preliminary Engineering Services for Thorpe Tunnel Project
Phase 1 - Planning
March 9, 2025

Scope of Work Summary

To support significant planned development in the immediate vicinity, the City of Spokane (City) is exploring solutions to increase multi-modal capacity on Thorpe Road, west of U.S. 195. The capacity of Thorpe Road is currently constrained by two existing tunnels, one under a significant BNSF railroad embankment, and one under the Fish Lake Trail embankment. The purpose of this project is to:

- Identify feasible solutions to increase the capacity of Thorpe Road
- Analyze and evaluate top options and identify a preferred solution
- Validate a preferred solution with key stakeholders, City leadership and the community
- Develop a preliminary design for the validated preferred solution

The preliminary engineering services scope will be accomplished in two phases, each with distinctive decisions, objectives and outcomes:

Phase 1 – Alternatives Analysis. This phase will establish important baseline (current and forecast) data and site context, develop alternative concepts and evaluate top concepts to accomplish the project objectives. This phase includes engagement with BNSF and the community and will set the stage for preliminary design by determining and validating a preferred solution.

Phase 2 – Preliminary Design. This phase will conduct field investigations (surveying and geotechnical) and advance the preferred concept for Thorpe Road to 30% design (including Type, Size and Location for structures and cost estimate) to help the City identify and secure funding for final design and construction.

This scope of work is prepared for **Phase 1** only, and includes:

- Project Management and Coordination
- Engagement
- Baseline Conditions
- Concept Development
- Analyses & Evaluation

Phase 2 may be accomplished via future amendment to this agreement.

Consultant will provide the following services.

1.0 Project Management and Coordination

1.1 Project Administration

Consultant will provide services required to manage the contract, prepare and process monthly invoicing and tracking of scope, schedule and budget.

Consultant will procure and manage sub-consultants to include BNSF coordination and rail engineering, tunnel geology and engineering, geotechnical engineering, environmental scoping and traffic operations.

1.2 Project Coordination

Consultant will collaborate and coordinate with the City to accomplish the project. Coordination will include informal voice and written correspondence with the City.

Consultant will facilitate project coordination meetings with the City and with the consultant team on a regular basis, assumed monthly.

Consultant will distribute meeting agendas and notes.

1.3 Project Initiation

The Consultant team will conduct a virtual kickoff meeting via Microsoft (MS) Teams with the City to review the scope, schedule, goals and objectives and communication protocols.

1.4 Transportation Commission Presentation

The Consultant team will prepare and conduct one (1) presentation to the City's Transportation Commission. The presentation will be in-person at City Hall in Spokane.

1.5 Quality Assurance / Quality Control

Consultant will perform independent internal quality control document review for our deliverables and work projects in conformance with the requirements of the work described in this Scope of Work.

Assumptions

- Scope duration is twelve (12) months.
- Up to twelve (12) project coordination meetings, via MS Teams with the City
- Up to two (2) Consultant team members will attend the in-person presentation for the City's Transportation Commission.
- No specific deliverables will be developed to support City Council updates. It is assumed that deliverables already developed in this scope may be utilized by the City.

Deliverables

- Monthly Progress Report and Invoice (.pdf format)
- Subconsultant Agreements (as required)
- Meeting Agendas/Notes for Kickoff Meeting
- Meeting Agendas/Notes for up to twelve (12) coordination meetings
- Draft/Final PowerPoint Presentation for One (1) In-Person Transportation Commission Meeting

2.0 Engagement

2.1 BNSF and WSDOT Coordination and Approvals

The Consultant will support the City to engage BNSF and WSDOT as key project stakeholders. Engagement for this phase is provided as follows.

BNSF Meeting #1 – Kickoff. This meeting is intended to be in-person and feature a site visit. Meeting objectives include:

- Communicate the purpose and need and objectives.
- Review the project process and timeline
- Solicit input on key issues, opportunities, and constraints that will be invaluable to development of feasible concepts.

BNSF Meeting #2 – Design Phase A Concept Submittal Review. This meeting will be conducted virtually and is intended to focus on coordinating BNSF comments on the Design Phase A Concept submittal (prepared and submitted in Task 5.8 herein) to support validation of the preferred solution.

WSDOT Meeting #1 – Preliminary Preferred Solution. This meeting will be conducted virtually and is intended to focus on coordinating property needs with Real Estate Services associated with the preferred solution, to support validation.

2.2 Public Engagement

In order to provide access to project information and allow for public input, the Consultant will work with the City on development of a project webpage to be developed, hosted and maintained by the City. The Consultant will provide key deliverables (or graphics generated for key deliverables) as content. The City will provide remaining website content.

The City may also leverage consultant deliverable graphics to develop media posts.

No public surveys are planned.

Assumptions

- Assume WSDOT coordination is limited to property access and potential ownership transfer and all traffic-related analysis and coordination, including impacts with US195 will occur via the City's Inland Empire way project.
- City will prepare BNSF agreements as needed to engage in this study.
- WSDOT / BNSF coordination meetings will be 90 minutes in duration.
- Virtual meetings will be conducted via MS Teams.
- Up to six (6) Consultant team members may attend BNSF/WSDOT coordination meetings.
- City website or social media posts will leverage consultant-generated deliverables prepared under other tasks herein and no additional consultant effort is included.
- Assume no access to BNSF/WSDOT properties is required for Phase 1 analyses.

Deliverables

- Agendas, notes, presentation materials for meetings
- WSDOT Right-of-Entry permits.

3.0 Baseline Conditions

The Consultant will develop an understanding of the existing and forecast baseline conditions for the purpose of generating and evaluating feasible solution concepts to meet the project objectives.

3.1 Transportation

Existing/Forecast Traffic

The Consultant will leverage existing traffic counts and operations analysis results for existing traffic conditions from the Inland Empire Way Study and Preliminary Engineering Project. Traffic operations results in the AM and PM Peak Hours will be summarized to establish existing baseline conditions. Existing counts and baseline operations analysis results for baseline the W Thorpe Rd / W Westwood Ln intersection will be provided by the City and reviewed by the Consultant for incorporation into this project. The baseline condition will summarize the analysis results at the W Thorpe Rd/US 195 and W Thorpe Rd/W Westwood Ln intersections only and provide AM and PM peak hour traffic flow estimates through the BNSF tunnel.

Active Transportation

The Consultant will coordinate with the City and utilize the City's Bicycle and Pedestrian Master Plans to understand the current and planned needs in the study area to support development and evaluation of alternative solution concepts. Existing and planned active transportation facilities within a half mile of the tunnel will be briefly described.

Transit

The Consultant will review current and planned transit service within the study area to support development and evaluation of alternative solution concepts.

Railroad

The Consultant will coordinate with BNSF (Task 2.1) to understand current and planned operations as well as any improvements planned for this corridor. In addition, key constraints, issues and opportunities to support development and evaluation of feasible alternative solution concepts will be documented.

3.2 Utilities and Stormwater

The Consultant will leverage existing City-provided GIS layers and visual inspection at the site to ascertain existing utility and stormwater facilities. The Consultants will reach out to known utility purveyors to confirm existing facilities and understand any planned facilities in the study area in order to support development and evaluation of alternative solution concepts.

3.3 Environmental Scoping

Environmental Setting

The Consultant will prepare an Environmental Scan document that will identify relevant environmental resources that should be considered in the design and permitting process. This will involve desktop reviews of cultural resources (WISAARD database) and literature review, hazardous materials, threatened and endangered species, wildlife, wetlands/waters of the US, Section 4(f) resources (Fish Lake Trail, historic railroad), noise, air quality, water quality, hazardous materials, socio-economic issues, and other potential resource issues. Up to 5 maps will be prepared to display relevant resources.

The Consultant will also introduce early concepts and define the general project/study area to be able to obtain resource input from agencies and the tribe, to identify concerns, to anticipate environmental process and to anticipate mitigation requirements. Agencies and tribes that may be consulted include Department of Archaeology and Historic Preservation (DAHP), USACE, Ecology, City of Spokane Planning, Parks, Washington Department of Fish and Wildlife, the Spokane Tribe, Coeur d'Alene Tribe and WSDOT.

The Environmental Scan will include cultural resources scan with information found on the Washington Information System for Architectural and Archaeological Resources Database (WISAARD). This section of the scan will include a list of all historic and archaeological resources found within the APE, including National Register of Historic Places (NRHP)-eligible resources that may be impacted by the project. Other tasks may include a site visit to the project area to take photographs.

NEPA/SEPA Environmental Documentation Requirements

The Consultant will include a narrative to explain the requirements for the National Environmental Policy Act (NEPA), State Environmental Policy Act (SEPA), Permitting and other environmental requirements.

3.4 Geotechnical Scoping

Conceptual Geotechnical Engineering Study

The Consultant will review existing data to assess the feasibility of proposed alternatives.

- 3.4.1 Literature Review - Review existing in-house and readily available geotechnical data, publicly available geologic and soil maps, and publicly available water and resource protection well logs within approximately 1/2 mile of the site.
- 3.4.2 Site Reconnaissance - Perform a reconnaissance of the site to evaluate existing conditions and perform surficial observations of fill slopes and exposed soils.
- 3.4.3 Concept Geotechnical Considerations - Develop concept-level geotechnical considerations for:
 - Design and construction of conventional shallow foundations.
 - Design and construction of deep foundations, including driven piles and drilled shafts.
 - Geotechnical seismic risk considerations.

- Earthwork
- Temporary shoring alternatives

3.4.4 Geotechnical Engineering Consultation - Provide geotechnical engineering consultation services during the concept development process, as requested by KPFF, which might include: participating in conference calls; attending meetings; review of preliminary concepts; and preparation of technical memoranda. Eight (8) hours each of time for a Principal and a Senior Engineer are included for this service.

3.5 Property and Land Use

The Consultant will obtain and review existing land use, property boundary and rights-of-way data (from readily available GIS resources) within the study area to support development and evaluation of alternative solution concepts.

3.6 Baseline Conditions Memorandum

The Consultant will develop a memorandum summarizing the baseline conditions identified in this Task.

Assumptions

- Traffic operations tasks should assume one-way traffic operation with continuous traffic flow.
- The City will coordinate with STA on planned transit service as required.
- The study area is assumed to be 1,000 feet along the railroad in each direction to meet BNSF survey requirements for new grade separation projects. It will extend from US-195 to the Westwood development, along Thorpe Ave.
- The study area will not be changed after the database searches are initiated.
- The document will be reviewed internally and by the City of Spokane. There will be up to 3 revisions of the document.
- The study area will not be changed after the database searches are initiated.
- There will be one agency and tribal meeting on site. The remainder of the coordination will be via email or phone.
- It is assumed that the project may receive federal funding in the future.
- Existing Fish Lake Trail Cultural Resource and Environmental Scan will be reviewed as it may have relevant information, but database searches and literature reviews will need to be updated.
- Wetlands and waters of the US will not be delineated. There will be no discipline studies prepared at this time.
- An APE package or cultural clearance of geotechnical investigations will not be conducted during this phase of work.
- One round of City comments will be incorporated into draft Baseline Conditions Memorandum to finalize.
- No subsurface explorations are planned as part of this task.

Deliverables

- Two (2) Drafts and One (1) Final Environmental Scan Document (.pdf format)
- Draft/Final Geotechnical Concept Memo (.pdf format)

- Draft/Final Baseline Conditions Memorandum (.pdf format)

4.0 Concept Development & Analyses

4.1 Alternative Concept Layouts

Consultant will develop up to three (3) concept layouts at a sufficient scale and detail to convey roadway limits, intersections, traveled-way and active transportation elements. Connections with the existing or planned network (motorized and non-motorized) will be defined to understand intersection controls.

Concept layouts will be developed on available aerial imagery with adequate resolution to support concept design. City-provided GIS layers will be utilized for existing contours, utilities, stormwater facilities, surface features and property/right-of-way boundaries.

Typical sections for Thorpe Road and other active transportation connections will be developed to adequately show traveled way and active transportation widths and elements.

4.2 Structural Solutions

A key part of this phase will be to develop concept level structure types and associated costs. Bridge and/or tunnel structure options will be evaluated for both crossing locations (Fish Lake Trail and BNSF corridor). For each crossing location, the Consultant will identify up to three feasible structure types.

For each bridge crossing location, the following concept drawings are anticipated:

- Bridge Plan & Elevation
- Typical Section

For tunneling options, the Consultant will first address the opportunities and challenges involved with enlarging existing tunnels. For adding capacity with duplicate tunnel(s), two concept-level technical solutions will be developed, including plan and cross section, along with a discussion of typical construction methods and required staging areas.

4.3 Planning-Level Opinions of Cost

The Consultant will utilize the concept layouts and sections as a basis to prepare planning-level opinions of cost for each of the concept options. The planning-level costs will be focused on construction costs to differentiate options, and will not include design, permitting, land acquisition and construction management.

Planning-level cost estimating will include parametric methods using historical data and measurements that are easily determined, such as cost per lane mile, per interchange, per intersection, per square foot, etc. Similar projects and/or historical percentages may be applied.

Opinions of cost will be developed in current-year dollars.

For structures, the Consultant will utilize a qualitative life-cycle cost analysis to understand and document any significant differences between structure types over their anticipated lifetimes.

Assumptions

- One round of City comments will be incorporated into draft Concept Layouts and Opinions of Cost.
- Roadway geometric layouts will include the Westwood Intersection.
- Easterly alignment and tie-in with US195 will be informed by the Thorpe overcrossing work in the City's Inland Empire Way Study project.

Deliverables

- Concept Layouts (.pdf format)
- Planning-Level Opinions of Cost.pdf format)

5.0 Concept Analyses and Evaluation

The Consultant will conduct analyses to identify and report unique impacts and benefits of each of the three (3) concept options developed in Task 3.0. The Consultant will develop an evaluation framework and conduct an evaluation to recommend a preferred concept to the City for approval.

5.1 Transportation

Traffic

The Consultant will determine relative benefits and impacts to existing and planned facilities for each option, including temporary impacts during construction. Consultant evaluation will be qualitative based on a high-level review of the design concepts. The City will advise or perform cursory Synchro analyses as needed for the Thorpe Road intersection with Westwood Lane and the Inland Empire Study will include analysis of the Thorpe Road and US195 intersection..

Active Transportation

The Consultant will determine relative benefits and impacts to existing and planned facilities for each option, including temporary impacts during construction. All evaluation will be qualitative and based on a high-level review of the design concepts.

Transit

Should there be differentiators between concepts, the Consultant will document relative benefits and impacts to existing and planned facilities and operations for each option, including temporary impacts during construction. All evaluation will be qualitative and based on a high-level review of the design concepts.

Railroad

The Consultant will determine relative benefits and impacts to existing and planned facilities and operations for each option, including temporary impacts during construction.

5.2 Utilities and Stormwater

The Consultant will determine relative benefits and impacts to existing and planned facilities for each option, including temporary impacts during construction.

5.3 Environmental Review

The Consultant will determine relative environmental benefits and impacts for each option.

5.4 Geotechnical Review

The Consultant will review each option and document relative geotechnical challenges and opportunities for each option.

5.5 Property and Land Use

The Consultant will identify and document concept-level property needs for each option.

5.6 Capital and Life-Cycle Costs

The Consultant will report unique capital costs for each option, including infrastructure improvements to existing network infrastructure required for the connections.

Life-cycle costs will be reported for structure types to provide a foundation for future selection of structure type.

5.7 Determine Preliminary Preferred Solution

The Consultant will develop criteria that may be used to differentiate between solution options. Criteria will be vetted with the City and revised as needed.

The Consultant will conduct an initial evaluation of the top options and provide a recommendation for a preferred solution to the City. Upon City review, the Consultant will finalize the evaluation.

5.8 BNSF Design Phase A Concept Submittal

For the preferred solution, the Consultant will prepare a Design Phase A Concept Submittal package in accordance with the Guidelines for Railroad Grade Separation Projects and submit to BNSF for review.

5.9 Evaluation Memorandum

The Consultant will develop a memorandum summarizing the evaluation of the options. The draft memo will be reviewed by the City and then finalized once comments on the BNSF Design Phase A Concept Submittal are received.

Assumptions

- One round of City comments and key comments from the BNSF Design Phase A Concept Submittal will be incorporated into the draft Evaluation Memorandum to finalize.

Deliverables

- DRAFT and Final Evaluation Memorandum (.pdf format)

Exhibit B - Fee Schedule
City of Spokane
Preliminary Engineering Services for Thorpe Tunnel Project
Phase 1 - Alternatives Analysis
3/5/2025

	Description	KPFF	AEC	Delve	Fehr & Peers	GeoEngineers	Gorman	Hanson	TOTAL COST
Task 1	Project Management and Coordination	\$ 22,598.78	\$ 2,385.77	\$ 11,855.21	\$ 4,965.92	\$ 2,003.73	\$ 180.00	\$ 1,236.48	\$ 45,225.90
1.1	Project Administration	\$ 9,145.74	\$ 1,192.89	\$ 2,320.32	\$ 2,181.29	\$ 2,003.73	\$ -	\$ 1,236.48	\$ 18,080.45
1.2	Project Coordination	\$ 6,795.54	\$ 1,192.89	\$ 5,701.29	\$ 1,598.93	\$ -	\$ -	\$ -	\$ 15,288.65
1.3	Project Initiation	\$ 1,647.68	\$ -	\$ -	\$ 1,185.71	\$ -	\$ 180.00	\$ -	\$ 3,013.39
1.4	Transportation Commission Presentation	\$ 1,889.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,889.31
1.5	Quality Assurance / Quality Control	\$ 3,120.51	\$ -	\$ 3,833.60	\$ -	\$ -	\$ -	\$ -	\$ 6,954.11
Task 2	Engagement	\$ 8,589.25	\$ -	\$ 5,400.00	\$ -	\$ -	\$ -	\$ 5,004.80	\$ 18,994.05
2.1	BNSF and WSDOT Coordination and Approvals	\$ 8,589.25	\$ -	\$ 5,400.00	\$ -	\$ -	\$ -	\$ 5,004.80	\$ 18,994.05
Task 3	Baseline Conditions	\$ 8,293.81	\$ 10,623.82	\$ -	\$ 6,039.28	\$ 11,648.13	\$ 4,320.00	\$ 500.48	\$ 41,425.52
3.1	Transportation	\$ 1,797.20	\$ -	\$ -	\$ 6,039.28	\$ -	\$ -	\$ 500.48	\$ 8,336.96
3.2	Utilities and Stormwater	\$ 3,366.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,366.19
3.3	Environmental Scoping	\$ -	\$ 10,623.82	\$ -	\$ -	\$ -	\$ 4,320.00	\$ -	\$ 14,943.82
3.4	Geotechnical Scoping	\$ -	\$ -	\$ -	\$ -	\$ 11,648.13	\$ -	\$ -	\$ 11,648.13
3.5	Property and Land Use	\$ 529.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 529.43
3.6	Baseline Conditions Memorandum	\$ 2,600.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600.99
Task 4	Concept Development & Analyses	\$ 40,023.51	\$ -	\$ 67,173.20	\$ 2,630.09	\$ -	\$ -	\$ 1,842.94	\$ 111,669.74
4.1	Alternative Concept Layouts	\$ 5,619.81	\$ -	\$ -	\$ 2,630.09	\$ -	\$ -	\$ -	\$ 8,249.89
4.2	Structural Solutions	\$ 25,137.76	\$ -	\$ 58,994.20	\$ -	\$ -	\$ -	\$ 1,401.34	\$ 85,533.30
4.3	Planning-Level Opinions of Cost	\$ 9,265.94	\$ -	\$ 8,179.00	\$ -	\$ -	\$ -	\$ 441.60	\$ 17,886.54
Task 5	Concept Analyses and Evaluation	\$ 9,901.39	\$ -	\$ 5,066.72	\$ 3,075.86	\$ 4,498.81	\$ 1,620.00	\$ 1,701.63	\$ 25,864.42
5.1	Transportation	\$ 771.07	\$ -	\$ -	\$ 3,075.86	\$ -	\$ -	\$ 950.91	\$ 4,797.84
5.2	Utilities and Stormwater	\$ 771.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 771.07
5.3	Environmental Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,620.00	\$ -	\$ 1,620.00
5.4	Geotechnical Review	\$ -	\$ -	\$ -	\$ -	\$ 4,498.81	\$ -	\$ -	\$ 4,498.81
5.5	Property and Land Use	\$ 771.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 771.07
5.6	Capital and Life-Cycle Costs	\$ 2,144.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,144.58
5.7	Determine Preliminary Preferred Solution	\$ 1,843.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,843.35
5.8	BNSF Design Phase A Concept Submittal	\$ 999.27	\$ -	\$ 5,066.72	\$ -	\$ -	\$ -	\$ 250.24	\$ 6,316.23
5.9	Evaluation Memorandum	\$ 2,600.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.48	\$ 3,101.47
	Reimbursables	\$ 390.00	\$ 63.00	\$ 759.00	\$ -	\$ -	\$ 15.40	\$ 245.00	\$ 1,472.40
	Salary Escalation	\$ -	\$ -	\$ 1,377.02	\$ -	\$ -	\$ -	\$ -	\$ 1,377.02
TOTAL		\$ 89,796.75	\$ 13,072.59	\$ 93,937.07	\$ 16,711.15	\$ 18,150.67	\$ 6,135.40	\$ 10,531.34	\$ 248,334.96

Exhibit B - Fee Schedule
City of Spokane
Preliminary Engineering Services for Thorpe Tunnel Project
Phase 1 - Alternatives Analysis
3/5/2025

KPFF - Transportation Group

	Description	Notes	PIC/Senior Project Manager	Technical Director/ Specialist	Project Engineer	Design Engineer	Project Coordinator	Total Hours	Total Direct Salary Cost	OH (1.4922)	Total Fee per Task	Total per Task
Task 1	Project Management and Coordination		Mark	Jeff	Trevor/Alex	Kayla/Mason	Ginny					
1.1	Project Administration	12 Months - PR, Invoices, Sub Agreements	18				48	66	\$ 3,275.46	\$ 4,887.64	\$ 982.64	\$ 9,145.74
1.2	Project Coordination	12 Months, 12 Meetings, 1 TC Presentation	18		6	4		28	\$ 1,967.86	\$ 2,936.44	\$ 590.36	\$ 5,494.66
1.3	Project Initiation		4		2			6	\$ 434.80	\$ 648.81	\$ 130.44	\$ 1,214.05
1.4	Transportation Commission Presentation		4		2	2		8	\$ 521.34	\$ 777.94	\$ 156.40	\$ 1,455.69
1.5	Quality Assurance / Quality Control		2	12				14	\$ 1,117.58	\$ 1,667.65	\$ 335.27	\$ 3,120.51
Task 2	Engagement											
2.1	BNSF and WSDOT Coordination and Approvals	(3) 90-min meetings + coord, Website	20		12	4		36	\$ 2,454.96	\$ 3,663.29	\$ 736.49	\$ 6,854.74
Task 3	Baseline Conditions											
3.1	Transportation		1		4	8		13	\$ 643.65	\$ 960.45	\$ 193.10	\$ 1,797.20
3.2	Utilities and Stormwater		1		8	16		25	\$ 1,205.57	\$ 1,798.95	\$ 361.67	\$ 3,366.19
3.3	Environmental Scoping							0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping							0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use		1		2			3	\$ 189.61	\$ 282.94	\$ 56.88	\$ 529.43
3.6	Baseline Conditions Memorandum		4		8	4		16	\$ 931.52	\$ 1,390.01	\$ 279.46	\$ 2,600.99
Task 4	Concept Development & Analyses											
4.1	Alternative Concept Layouts	Up to 3 Concepts. Assume support to structural. Horizontal, Vertical Alignments	4		12	24		40	\$ 2,012.68	\$ 3,003.32	\$ 603.80	\$ 5,619.81
4.2	Structural Solutions		1					1	\$ 81.73	\$ 121.96	\$ 24.52	\$ 228.21
4.3	Planning-Level Opinions of Cost		1		4	8		13	\$ 643.65	\$ 960.45	\$ 193.10	\$ 1,797.20
Task 5	Concept Analyses and Evaluation											
5.1	Transportation		1		2	2		5	\$ 276.15	\$ 412.07	\$ 82.85	\$ 771.07
5.2	Utilities and Stormwater		1		2	2		5	\$ 276.15	\$ 412.07	\$ 82.85	\$ 771.07
5.3	Environmental Review							0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review							0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use		1		2	2		5	\$ 276.15	\$ 412.07	\$ 82.85	\$ 771.07
5.6	Capital and Life-Cycle Costs		2		8	4		14	\$ 768.06	\$ 1,146.10	\$ 230.42	\$ 2,144.58
5.7	Determine Preliminary Preferred Solution		2		6	4		12	\$ 660.18	\$ 985.12	\$ 198.05	\$ 1,843.35
5.8	BNSF Design Phase A Concept Submittal	Support Structural	2		2	2		6	\$ 357.88	\$ 534.03	\$ 107.36	\$ 999.27
5.9	Evaluation Memorandum		4		8	4		16	\$ 931.52	\$ 1,390.01	\$ 279.46	\$ 2,600.99
Total Hours per person			92	12	90	90	48	332	\$ 19,026.50	\$ 28,391.34	\$ 5,707.95	\$ 53,125.79

BURDENED LABOR COST

Rates		\$ 81.73	\$ 79.51	\$ 53.94	\$ 43.27	\$ 37.59		Sub-Totals
Direct Salary Cost (DSC)		\$ 7,519.16	\$ 954.12	\$ 4,854.60	\$ 3,894.30	\$ 1,804.32		\$ 19,026.50
Overhead Cost (1.4922 of DSC)	149.22%	\$ 11,220.09	\$ 1,423.74	\$ 7,244.03	\$ 5,811.07	\$ 2,692.41		\$ 28,391.34
Fee (0.3 of DSC)	30%	\$ 2,255.75	\$ 286.24	\$ 1,456.38	\$ 1,168.29	\$ 541.30		\$ 5,707.95
Sub-Total Burdened Labor Cost		\$ 20,995.00	\$ 2,664.09	\$ 13,555.01	\$ 10,873.66	\$ 5,038.02		\$ 53,125.79

REIMBURSABLES

Item		Quantity	Unit		Sub-Totals
Reproduction / Other		0	Lump Sum		\$ -
Mileage (GSA) 2025-01		0	Each		\$ -
Postage/Courier		0	Each		\$ -
Field Equipment		0	Lump Sum		\$ -
Parking		0	Each		\$ -
Food Per Diem		0	Each		\$ -
Lodging		0	Each		\$ -
Ground Transportation		0	Each		\$ -
Air Fare		0	Each		\$ -
Sub-Total Reimbursables					\$ -

PRORATED SALARY ESCALATION

Escalation (0% of Labor x 0% Increase)	% Est Increase (salary)	
	0.0	\$ -
Sub-Total Salary Escalation	Total	\$ -
KPFF - Transportation Group Total Project Costs		\$ 53,125.79

Exhibit B - Fee Schedule
City of Spokane
Preliminary Engineering Services for Thorpe Tunnel Project
Phase 1 - Alternatives Analysis
3/5/2025

KPFF - Bridge

	Description	Notes	Bridge Principal-in-Charge	Bridge Senior Engineer	Bridge Project Engineer	Bridge Senior Drafter/ Designer/ Modeler	Total Hours	Total Direct Salary Cost	OH (1.4922)	Total Fee per Task	Total per Task
Task 1	Project Management and Coordination		Aaron	Brien L	James S	Rick T					
1.1	Project Administration						0	\$ -	\$ -	\$ -	\$ -
1.2	Project Coordination			6			6	\$ 465.90	\$ 695.22	\$ 139.77	\$ 1,300.89
1.3	Project Initiation			2			2	\$ 155.30	\$ 231.74	\$ 46.59	\$ 433.63
1.4	Transportation Commission Presentation			2			2	\$ 155.30	\$ 231.74	\$ 46.59	\$ 433.63
1.5	Quality Assurance / Quality Control						0	\$ -	\$ -	\$ -	\$ -
Task 2	Engagement										
2.1	BNSF and WSDOT Coordination and Approvals			8			8	\$ 621.20	\$ 926.95	\$ 186.36	\$ 1,734.51
Task 3	Baseline Conditions										
3.1	Transportation						0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater						0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping						0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping						0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use						0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum						0	\$ -	\$ -	\$ -	\$ -
Task 4	Concept Development & Analyses										
4.1	Alternative Concept Layouts						0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions		4	36	80	40	160	\$ 8,921.12	\$ 13,312.10	\$ 2,676.34	\$ 24,909.55
4.3	Planning-Level Opinions of Cost		2	16	30		48	\$ 2,674.86	\$ 3,991.43	\$ 802.46	\$ 7,468.74
Task 5	Concept Analyses and Evaluation										
5.1	Transportation						0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater						0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review						0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review						0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use						0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs						0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution						0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal	Assume tunnel solition for BNSF, no kpff involvement					0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum						0	\$ -	\$ -	\$ -	\$ -
Total Hours per person			6	70	110	40	226	\$ 12,993.68	\$ 19,389.17	\$ 3,898.10	\$ 36,280.95

BURDENED LABOR COST

Rates		\$ 79.33	\$ 77.65	\$ 42.46	\$ 60.29		Sub-Totals
Direct Salary Cost (DSC)		\$ 475.98	\$ 5,435.50	\$ 4,670.60	\$ 2,411.60		\$ 12,993.68
Overhead Cost (1.4922 of DSC)	149.22%	\$ 710.26	\$ 8,110.85	\$ 6,969.47	\$ 3,598.59		\$ 19,389.17
Fee (0.3 of DSC)	30%	\$ 142.79	\$ 1,630.65	\$ 1,401.18	\$ 723.48		\$ 3,898.10
Sub-Total Burdened Labor Cost		\$ 1,329.03	\$ 15,177.00	\$ 13,041.25	\$ 6,733.67		\$ 36,280.95

REIMBURSABLES

Item		Quantity		Sub-Totals
Reproduction / Other		0		\$ -
Mileage (GSA) 2025-01		0		\$ -
Postage/Courier		0		\$ -
Field Equipment		0		\$ -
Parking		0		\$ -
Food Per Diem		0		\$ -
Lodging		0		\$ -
Ground Transportation		2		\$ 90.00
Air Fare		1		\$ 300.00
Sub-Total Reimbursables				\$ 390.00

PRORATED SALARY ESCALATION

Escalation (0% of Labor x 0% Increase)	% Est Increase (salary) 0.0	\$ -
Sub-Total Salary Escalation	Total	\$ -

KPFF - Bridge Total Project Costs	\$ 36,670.95
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Exhibit B - Fee Schedule
City of Spokane
Preliminary Engineering Services for Thorpe Tunnel Project
Phase 1 - Alternatives Analysis
3/5/2025

Anderson Environmental Consulting LLC (AEC)

	Description	Notes	Sr. Environmental Planner	Environmental Planner/Biologist	Archaeologist	Total Hours	Total Direct Salary Cost	OH (1.2489)	Total Fee per Task	Total per Task
Task 1	Project Management and Coordination									
1.1	Project Administration	Assume 6 invoices	6			6	\$ 468.00	\$ 584.49	\$ 140.40	\$ 1,192.89
1.2	Project Coordination	12 teams meetings-I go to 1/2	6			6	\$ 468.00	\$ 584.49	\$ 140.40	\$ 1,192.89
1.3	Project Initiation					0	\$ -	\$ -	\$ -	\$ -
1.4	Transportation Commission Presentation					0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control					0	\$ -	\$ -	\$ -	\$ -
Task 2	Engagement									
2.1	BNSF and WSDOT Coordination and Approvals					0	\$ -	\$ -	\$ -	\$ -
Task 3	Baseline Conditions									
3.1	Transportation					0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater					0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping	4 maps x 3=12 and 44 hrs for scan	20	60	8	88	\$ 4,168.00	\$ 5,205.42	\$ 1,250.40	\$ 10,623.82
3.4	Geotechnical Scoping					0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use					0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum					0	\$ -	\$ -	\$ -	\$ -
Task 4	Concept Development & Analyses									
4.1	Alternative Concept Layouts					0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions					0	\$ -	\$ -	\$ -	\$ -
4.3	Planning-Level Opinions of Cost					0	\$ -	\$ -	\$ -	\$ -
Task 5	Concept Analyses and Evaluation									
5.1	Transportation					0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater					0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review					0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review					0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use					0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs					0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution					0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal					0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum					0	\$ -	\$ -	\$ -	\$ -
Total Hours per person			32	60	8	100	\$ 5,104.00	\$ 6,374.39	\$ 1,531.20	\$ 13,009.59

BURDENED LABOR COST

Rates		\$ 78.00	\$ 38.00	\$ 41.00		Sub-Totals
Direct Salary Cost (DSC)		\$ 2,496.00	\$ 2,280.00	\$ 328.00		\$ 5,104.00
Overhead Cost (1.2489 of DSC)	124.89%	\$ 3,117.25	\$ 2,847.49	\$ 409.64		\$ 6,374.39
Fee (0.3 of DSC)	30%	\$ 748.80	\$ 684.00	\$ 98.40		\$ 1,531.20
Sub-Total Burdened Labor Cost		\$ 6,362.05	\$ 5,811.49	\$ 836.04		\$ 13,009.59

REIMBURSABLES

Item		Quantity	Unit		Sub-Totals
Reproduction / Other		0	Lump Sum		\$ -
Mileage (GSA) 2025-01		90	Each		\$ 63.00
Postage/Courier		0	Each		\$ -
Field Equipment		0	Lump Sum		\$ -
Parking		0	Each		\$ -
Food Per Diem		0	Each		\$ -
Lodging		0	Each		\$ -
Ground Transportation		0	Each		\$ -
Air Fare		0	Each		\$ -
Sub-Total Reimbursables					\$ 63.00

PRORATED SALARY ESCALATION

Escalation (0% of Labor x 3% Increase)	% Est Increase (salary)	3.0	\$ -
Sub-Total Salary Escalation	Total		\$ -
Anderson Environmental Consulting LLC (AEC) Total Project Costs			\$ 13,073

Exhibit B - Fee Schedule

City of Spokane

Preliminary Engineering Services for Thorpe Tunnel Project

Phase 1 - Alternatives Analysis

3/5/2025

Delve Underground

	Description	Notes	Ravano/ Principal Geotech	Finn/ Structural Principal	Duevel/ Principal Tunnel	Peterfreund/ Sr Structural Assoc.	Mehlert/ Sr. Project Structural	Hughan/ Sr. Staff	Lita/ CAD	Dietry/ Project Controls	Page/Cost Estimating Principal	Total Hours	Total Direct Salary Cost	OH (0)	Total Fee per Task	Total per Task
Task 1	Project Management and Coordination															
1.1	Project Administration	Assumes 12 months duration								16		16	\$ 2,320.32	\$ -	\$ -	\$ 2,320.32
1.2	Project Coordination	Assume 1 kickoff meeting, 1 internal meetings per month, and 2 total with City of Spokane	12	1	1	2	1	1	1			19	\$ 5,701.29	\$ -	\$ -	\$ 5,701.29
1.3	Project Initiation											0	\$ -	\$ -	\$ -	\$ -
1.4	Transportation Commission Presentation											0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control	Final Report Rvw	4	4	4							12	\$ 3,833.60	\$ -	\$ -	\$ 3,833.60
Task 2	Engagement															
2.1	BNSF and WSDOT Coordination and Approvals	Assume 1 group site visit with BNSF for 1 person	16									16	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00
Task 3	Baseline Conditions															
3.1	Transportation											0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater											0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping											0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping											0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use											0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum											0	\$ -	\$ -	\$ -	\$ -
Task 4	Concept Development & Analyses															
4.1	Alternative Concept Layouts											0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions	Assume development of 2 tunnel concepts beneath the BNSF ROW 4.2.1 Existing tunnel eval-coordination and report: Coordination and Report Section 4.2.2 Concept level design - Jacked box: Coordination, analysis, report section and 2 drawings for BNSF crossing 4.2.3 Concept Level Design-Canopy Tube: Coordination, analysis, report section and 2 drawings for BNSF crossing	16	24	32	44	60	48	44			268	\$ 58,994.20	\$ -	\$ -	\$ 58,994.20
4.3	Planning-Level Opinions of Cost	Assuming Delve will provide estimating support for 2 tunnel options with no back and forth coordination									20	20	\$ 8,179.00	\$ -	\$ -	\$ 8,179.00
Task 5	Concept Analyses and Evaluation															
5.1	Transportation											0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater											0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review											0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review											0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use											0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs											0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution											0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal	Assumes additional basic drawings showing clearances that BNSF requires.	4	2		4	4		8			22	\$ 5,066.72	\$ -	\$ -	\$ 5,066.72
5.9	Evaluation Memorandum											0	\$ -	\$ -	\$ -	\$ -
Total Hours per person			52	31	45	50	65	49	53	16	20	381	\$ 91,801.05	\$ -	\$ -	\$ 91,801.05

BURDENED LABOR COST												
Rates	Direct Salary +B130+B131:P+B131:R134	\$ 337.50	\$ 332.66	\$ 288.24	\$ 282.01	\$ 182.44	\$ 134.73	\$ 149.20	\$ 145.02	\$ 408.95		Sub-Totals
Direct Salary Cost (DSC)		\$ 17,550.00	\$ 10,312.46	\$ 12,970.80	\$ 14,100.50	\$ 11,858.60	\$ 6,601.77	\$ 7,907.60	\$ 2,320.32	\$ 8,179.00		\$ 91,801.05
Overhead Cost (0 of DSC)		0.00% \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Fee (0 of DSC)		0% \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Sub-Total Burdened Labor Cost		\$ 17,550.00	\$ 10,312.46	\$ 12,970.80	\$ 14,100.50	\$ 11,858.60	\$ 6,601.77	\$ 7,907.60	\$ 2,320.32	\$ 8,179.00		\$ 91,801.05

REIMBURSABLES												
Item		Quantity	Unit	Unit Cost								Sub-Totals
Reproduction / Other		0	Lump Sum	\$ 1.00								\$ -
Mileage (GSA) 2025-01	Home to Airport	50	Each	\$ 0.70								\$ 35.00
Concrete Cylinders for Compressive Strength		0	Each	\$ 1.00								\$ -
Field Equipment		0	Lump Sum	\$ 1.00								\$ -
Parking	24 Hrs SEA	1	Each	\$ 50.00								\$ 50.00
Food Per Diem		1	Each	\$ 74.00								\$ 74.00
Lodging	Not necessary unless trip is 2 days due to early	0	Each	\$ 1.00								\$ -
Ground Transportation	Rental Car plus fuel 1 day GEG	1	Each	\$ 100.00								\$ 100.00
Air Fare	SEA to GEG Return	1	Each	\$ 500.00								\$ 500.00
Sub-Total Reimbursables										Per Person Per Trip	\$	759.00

PRORATED SALARY ESCALATION										% Est Increase (salary)	
Escalation (30% of Labor x 5% Increase)										5.0	\$ 1,377.02
Sub-Total Salary Escalation										Total	\$ 1,377.02
Delve Underground Total Project Costs											\$ 93,937

Exhibit B - Fee Schedule
City of Spokane
Preliminary Engineering Services for Thorpe Tunnel Project
Phase 1 - Alternatives Analysis
3/5/2025

Fehr & Peers

	Description	Notes	Principal	Senior Associate	Associate	Engineer/ Planner	Senior Project Coordinator	Project Accountant	Total Hours	Total Direct Salary Cost	OH (1.8139)	Total Fee per Task	Total per Task
Task 1	Project Management and Coordination												
1.1	Project Administration				4		5	5	14	\$ 700.50	\$ 1,270.64	\$ 210.15	\$ 2,181.29
1.2	Project Coordination		2		4				6	\$ 513.48	\$ 931.40	\$ 154.04	\$ 1,598.93
1.3	Project Initiation		2		2				4	\$ 380.78	\$ 690.70	\$ 114.23	\$ 1,185.71
1.4	Transportation Commission Presentation								0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control								0	\$ -	\$ -	\$ -	\$ -
Task 2	Engagement												
2.1	BNSF and WSDOT Coordination and Approvals								0	\$ -	\$ -	\$ -	\$ -
Task 3	Baseline Conditions												
3.1	Transportation			2	16	16	4		38	\$ 1,939.46	\$ 3,517.98	\$ 581.84	\$ 6,039.28
3.2	Utilities and Stormwater								0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping								0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping								0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use								0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum								0	\$ -	\$ -	\$ -	\$ -
Task 4	Concept Development & Analyses												
4.1	Alternative Concept Layouts		2	2	6		1		11	\$ 844.63	\$ 1,532.07	\$ 253.39	\$ 2,630.09
4.2	Structural Solutions								0	\$ -	\$ -	\$ -	\$ -
4.3	Planning-Level Opinions of Cost								0	\$ -	\$ -	\$ -	\$ -
Task 5	Concept Analyses and Evaluation												
5.1	Transportation		2	2	8		2		14	\$ 987.79	\$ 1,791.74	\$ 296.34	\$ 3,075.86
5.2	Utilities and Stormwater								0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review								0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review								0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use								0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs								0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution								0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal								0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum								0	\$ -	\$ -	\$ -	\$ -
Total Hours per person			8	6	40	16	12	5	87	\$ 5,366.63	\$ 9,734.53	\$ 1,609.99	\$ 16,711.15

BURDENED LABOR COST

Rates		\$ 124.04	\$ 73.08	\$ 66.35	\$ 34.62	\$ 41.83	\$ 45.19		Sub-Totals
Direct Salary Cost (DSC)		\$ 992.32	\$ 438.48	\$ 2,654.00	\$ 553.92	\$ 501.96	\$ 225.95		\$ 5,366.63
Overhead Cost (1.8139 of DSC)	181.39%	\$ 1,799.97	\$ 795.36	\$ 4,814.09	\$ 1,004.76	\$ 910.51	\$ 409.85		\$ 9,734.53
Fee (0.3 of DSC)	30%	\$ 297.70	\$ 131.54	\$ 796.20	\$ 166.18	\$ 150.59	\$ 67.79		\$ 1,609.99
Sub-Total Burdened Labor Cost		\$ 3,089.99	\$ 1,365.38	\$ 8,264.29	\$ 1,724.85	\$ 1,563.05	\$ 703.59		\$ 16,711.15

REIMBURSABLES

Item	Quantity	Unit	Unit Cost	Sub-Totals
Reproduction / Other	0	Lump Sum	\$ 1.00	\$ -
Mileage (GSA) 2025-01	0	Each	\$ 0.70	\$ -
Postage/Courier	0	Each	\$ 1.00	\$ -
Field Equipment	0	Lump Sum	\$ 1.00	\$ -
Parking	0	Each	\$ 1.00	\$ -
Food Per Diem	0	Each	\$ 1.00	\$ -
Lodging	0	Each	\$ 1.00	\$ -
Ground Transportation	0	Each	\$ 1.00	\$ -
Air Fare	0	Each	\$ 1.00	\$ -
Sub-Total Reimbursables				\$ -

PRORATED SALARY ESCALATION		% Est Increase (salary)	
Escalation (0% of Labor x 0% Increase)		0.0	\$ -
Sub-Total Salary Escalation			Total \$ -
Fehr & Peers Total Project Costs			\$ 16,711

Exhibit B - Fee Schedule
City of Spokane
Preliminary Engineering Services for Thorpe Tunnel Project
Phase 1 - Alternatives Analysis
3/5/2025

GeoEngineers, Inc.

	Description	Notes	Principal	Senior Engr	Project Engr	Engr/Sci 2	Admin 3	Total Hours	Total Direct Salary Cost	OH (2.0136)	Total Fee per Task	Total per Task
Task 1	Project Management and Coordination											
1.1	Project Administration		2		4		4	10	\$ 604.70	\$ 1,217.62	\$ 181.41	\$ 2,003.73
1.2	Project Coordination							0	\$ -	\$ -	\$ -	\$ -
1.3	Project Initiation							0	\$ -	\$ -	\$ -	\$ -
1.4	Transportation Commission Presentation							0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control							0	\$ -	\$ -	\$ -	\$ -
Task 2	Engagement											
2.1	BNSF and WSDOT Coordination and Approvals							0	\$ -	\$ -	\$ -	\$ -
Task 3	Baseline Conditions											
3.1	Transportation							0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater							0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping							0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping	3.4.1 Literature Review; 3.4.2 Site Reconnaissance; 3.4.3 Concept Geotechnical Considerations; 3.4.4 Consultation	17	22		6		45	\$ 3,515.25	\$ 7,078.31	\$ 1,054.58	\$ 11,648.13
3.5	Property and Land Use							0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum							0	\$ -	\$ -	\$ -	\$ -
Task 4	Concept Development & Analyses											
4.1	Alternative Concept Layouts							0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions							0	\$ -	\$ -	\$ -	\$ -
4.3	Planning-Level Opinions of Cost							0	\$ -	\$ -	\$ -	\$ -
Task 5	Concept Analyses and Evaluation											
5.1	Transportation							0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater							0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review							0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review		8	8				16	\$ 1,357.68	\$ 2,733.82	\$ 407.30	\$ 4,498.81
5.5	Property and Land Use							0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs							0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution							0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal							0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum							0	\$ -	\$ -	\$ -	\$ -
Total Hours per person			27	30	4	6	4	71	\$ 5,477.63	\$ 11,029.76	\$ 1,643.29	\$ 18,150.67

BURDENED LABOR COST

Rates		\$ 95.01	\$ 74.70	\$ 57.70	\$ 42.78	\$ 45.97		Sub-Totals
Direct Salary Cost (DSC)		\$ 2,565.27	\$ 2,241.00	\$ 230.80	\$ 256.68	\$ 183.88		\$ 5,477.63
Overhead Cost (2.0136 of DSC)	201.36%	\$ 5,165.43	\$ 4,512.48	\$ 464.74	\$ 516.85	\$ 370.26		\$ 11,029.76
Fee (0.3 of DSC)	30%	\$ 769.58	\$ 672.30	\$ 69.24	\$ 77.00	\$ 55.16		\$ 1,643.29
Sub-Total Burdened Labor Cost		\$ 8,500.28	\$ 7,425.78	\$ 764.78	\$ 850.53	\$ 609.30		\$ 18,150.67

REIMBURSABLES

Item		Quantity	Unit Cost		Sub-Totals
Traffic Control (7.1.2)		0	\$ 3,000.00		\$ -
Drilling (7.1.2)		0	\$ 10,000.00		\$ -
Laboratory Testing (7.1.3)		0	\$ 2,316.00		\$ -
Item		0	\$ 1.00		\$ -
Reproduction		0	\$ 1.00		\$ -
Mileage (GSA) 2025-01		0	\$ 1.00		\$ -
Postage/Courier		0	\$ 1.00		\$ -
Field Equipment		0	\$ 1.00		\$ -
Parking		0	\$ 1.00		\$ -
Sub-Total Reimbursables					\$ -

PRORATED SALARY ESCALATION

Escalation (0% of Labor x 0% Increase)	% Est Increase (salary)	
	0.0	\$ -
Sub-Total Salary Escalation		Total \$ -
GeoEngineers, Inc. Total Project Costs		\$ 18,151

Exhibit B - Fee Schedule
City of Spokane
Preliminary Engineering Services for Thorpe Tunnel Project
Phase 1 - Alternatives Analysis
3/5/2025

Gorman Preservation Associates LLC

	Description	Notes	Architectural Historian	Total Hours	Total Direct Salary Cost	OH (0)	Total Fee per Task	Total per Task
Task 1	Project Management and Coordination							
1.1	Project Administration			0	\$ -	\$ -	\$ -	\$ -
1.2	Project Coordination			0	\$ -	\$ -	\$ -	\$ -
1.3	Project Initiation	kick off meeting	2	2	\$ 180.00	\$ -	\$ -	\$ 180.00
1.4	Transportation Commission Presentation			0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control			0	\$ -	\$ -	\$ -	\$ -
Task 2	Engagement							
2.1	BNSF and WSDOT Coordination and Approvals			0	\$ -	\$ -	\$ -	\$ -
Task 3	Baseline Conditions							
3.1	Transportation			0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater			0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping	Environmental Scan report	48	48	\$ 4,320.00	\$ -	\$ -	\$ 4,320.00
3.4	Geotechnical Scoping			0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use			0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum			0	\$ -	\$ -	\$ -	\$ -
Task 4	Concept Development & Analyses							
4.1	Alternative Concept Layouts			0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions			0	\$ -	\$ -	\$ -	\$ -
4.3	Planning-Level Opinions of Cost			0	\$ -	\$ -	\$ -	\$ -
Task 5	Concept Analyses and Evaluation							
5.1	Transportation			0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater			0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review	assess impacts for each concept option	18	18	\$ 1,620.00	\$ -	\$ -	\$ 1,620.00
5.4	Geotechnical Review			0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use			0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs			0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution			0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal			0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum			0	\$ -	\$ -	\$ -	\$ -
Total Hours per person			68	68	\$ 6,120.00	\$ -	\$ -	\$ 6,120.00

BURDENED LABOR COST

Rates		\$ 90.00		Sub-Totals
Direct Salary Cost (DSC)		\$ 6,120.00		\$ 6,120.00
Overhead Cost (0 of DSC)	0.00%	\$ -		\$ -
Fee (0 of DSC)	0%	\$ -		\$ -
Sub-Total Burdened Labor Cost		\$ 6,120.00		\$ 6,120.00

REIMBURSABLES

Item		Quantity		Sub-Totals
Reproduction / Other		0		\$ -
Mileage (GSA) 2025-01	11 miles each way from office to APE	22		\$ 15.40
Postage/Courier		0		\$ -
Field Equipment		0		\$ -
Parking		0		\$ -
Food Per Diem		0		\$ -
Lodging		0		\$ -
Ground Transportation		0		\$ -
Air Fare		0		\$ -
Sub-Total Reimbursables				\$ 15.40

PRORATED SALARY ESCALATION

Escalation (0% of Labor x 0% Increase)	% Est Increase (salary) 0.0	\$ -
Sub-Total Salary Escalation		Total \$ -
Gorman Preservation Associates LLC Total Project Costs		\$ 6,135

Exhibit B - Fee Schedule
City of Spokane
Preliminary Engineering Services for Thorpe Tunnel Project
Phase 1 - Alternatives Analysis
3/5/2025

Hanson Professional Services Inc.

	Description	Notes	PM / Railway Engineer EAS VIII	Structural Engineer EAS IV, V, VI	Civil Engineer EAS V/VI	Admin V/VI	Total Hours	Total Direct Salary Cost	OH (1.644)	Total Fee per Task	Total per Task
Task 1	Project Management and Coordination										
1.1	Project Administration		4			2	6	\$ 420.00	\$ 690.48	\$ 126.00	\$ 1,236.48
1.2	Project Coordination						0	\$ -	\$ -	\$ -	\$ -
1.3	Project Initiation						0	\$ -	\$ -	\$ -	\$ -
1.4	Transportation Commission Presentation						0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control						0	\$ -	\$ -	\$ -	\$ -
Task 2	Engagement										
2.1	BNSF and WSDOT Coordination and Approvals		20				20	\$ 1,700.00	\$ 2,794.80	\$ 510.00	\$ 5,004.80
Task 3	Baseline Conditions										
3.1	Transportation		2				2	\$ 170.00	\$ 279.48	\$ 51.00	\$ 500.48
3.2	Utilities and Stormwater						0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping						0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping						0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use						0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum						0	\$ -	\$ -	\$ -	\$ -
Task 4	Concept Development & Analyses										
4.1	Alternative Concept Layouts						0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions		4	2			6	\$ 476.00	\$ 782.54	\$ 142.80	\$ 1,401.34
4.3	Planning-Level Opinions of Cost		1		1		2	\$ 150.00	\$ 246.60	\$ 45.00	\$ 441.60
Task 5	Concept Analyses and Evaluation										
5.1	Transportation		3	1			4	\$ 323.00	\$ 531.01	\$ 96.90	\$ 950.91
5.2	Utilities and Stormwater						0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review						0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review						0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use						0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs						0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution						0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal		1				1	\$ 85.00	\$ 139.74	\$ 25.50	\$ 250.24
5.9	Evaluation Memorandum		2				2	\$ 170.00	\$ 279.48	\$ 51.00	\$ 500.48
Total Hours per person			37	3	1	2	43	\$ 3,494.00	\$ 5,744.14	\$ 1,048.20	\$ 10,286.34

BURDENED LABOR COST

Current Hourly Rates (Do not exceed ANTE Table Rates in MSA)		\$ 85.00	\$ 68.00	\$ 65.00	\$ 40.00		Sub-Totals
Direct Salary Cost (DSC)		\$ 3,145.00	\$ 204.00	\$ 65.00	\$ 80.00		\$ 3,494.00
Overhead Cost (1.644 of DSC)	164.40%	\$ 5,170.38	\$ 335.38	\$ 106.86	\$ 131.52		\$ 5,744.14
Fee (0.3 of DSC)	30%	\$ 943.50	\$ 61.20	\$ 19.50	\$ 24.00		\$ 1,048.20
Sub-Total Burdened Labor Cost		\$ 9,258.88	\$ 600.58	\$ 191.36	\$ 235.52		\$ 10,286.34

REIMBURSABLES

Item		Quantity	Unit Cost		Sub-Totals
Reproduction / Other		0	\$ 1.00		\$ -
Mileage (GSA) 2025-01	300 miles per month	350	\$ 0.70		\$ 245.00
Postage/Courier		0	\$ 1.00		\$ -
Field Equipment		0	\$ 1.00		\$ -
Parking		0	\$ 1.00		\$ -
Food Per Diem		0	\$ 1.00		\$ -
Lodging		0	\$ 1.00		\$ -
Ground Transportation		0	\$ 1.00		\$ -
Air Fare		0	\$ 1.00		\$ -
Sub-Total Reimbursables					\$ 245.00

PRORATED SALARY ESCALATION

Escalation (0% of Labor x 0% Increase)	% Est Increase (salary)	
	0.0	\$ -

Sub-Total Salary Escalation	Total
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Hanson Professional Services Inc. Total Project Costs	\$ 10,531
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2025

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

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

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No. Ext): 770.220.7699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Union Fire Ins Co of Pittsburg		19445
		INSURER B: The Travelers Indemnity Company		25658
		INSURER C: New Hampshire Insurance Company		23841
		INSURER D: Allied World Surplus Lines Insurance Co		24319
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1548958404

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268336	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA9775930	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7X94996724NF	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	WC022298245 (AOS) WC022298244 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Professional/Pollution Liability			03120067	4/1/2024	4/1/2025	Per Claim 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)

Re: Project #2024077 - Thorpe Tunnels. The City of Spokane, its officers and employees are named as Additional Insureds with respects to General Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
421 West Riverside Avenue, Suite 524
Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)**Entity name:** KPFF, INC.**Business name:** KPFF CONSULTING ENGINEERS**Entity type:** [Profit Corporation](#)**UBI #:** 578-063-612**Business ID:** 001**Location ID:** 0004**Location:** Active**Location address:** 421 W RIVERSIDE AVE
STE 524
SPOKANE WA 99201-0402**Mailing address:** 1601 5TH AVE
STE 1300
SEATTLE WA 98101-3601

Excise tax and reseller permit status:[Click here](#)**Secretary of State information:**[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business				Active	Jul-31-2025	Oct-01-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BLACK, JASON	
GAVAN, JOHN	
KALGHATGI, NIKHIL	

Registered Trade Names

Registered trade names	Status	First issued
KPFF CONSULTING ENGINEERS	Active	May-23-2000

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
3/11/2025 7:08:27 AM

Contact us

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Consent**Date Rec'd**

3/12/2025

Clerk's File #

OPR 2025-0245

Cross Ref #**Project #**

2025055

Council Meeting Date: 04/14/2025**Submitting Dept**

INTEGRATED CAPITAL

Bid #**Contact Name/Phone**

COLIN NAAKE 509.625.6941

Requisition #**Contact E-Mail**

CNAAKE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

4250 – HILL N DALE PARK STORMWATER TREATMENT FACILITY GRANT

Agenda Wording

Grant agreement number WQC-2025-Spokane-00116 with the Washington State Department of Ecology for design of the Hill N' Dale Park Treatment Facility - \$595,000.00 Revenue.

Summary (Background)

The Department of Ecology has awarded the City of Spokane a grant to design a stormwater treatment and infiltration facility at Hill N' Dale Park. The ultimate construction of the facility will improve water quality in the aquifer. The City has a 15% match requirement for this grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program (Listed in CIP as Northeast Stormwater Improvements).

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 105,000	
Current Year Cost		\$ 105,000	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
There is a \$105,000 match requirement. These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year Capital Improvement Plan.			
<u>Amount</u>		<u>Budget Account</u>	
Revenue	\$ 595,000	#	Various
Expense	\$ 105,000	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>			
<u>Funding Source Type</u> Select			
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>			
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	DAVIS, MARCIA	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
		cnaake@spokanecity.org	
icmaccounting@spokanecity.org		tax&licenses@spokanecity.org	
mpapich@spokanecity.org		mdavis@spokanecity.org	
eraea@spokanecity.org			



DEPARTMENT OF
ECOLOGY
State of Washington

OPR 2025-0245

Agreement No. WQC-2025-Spokane-00116

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Spokane, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Hill and Dale Park Treatment Facility
Total Cost:	\$700,000.00
Total Eligible Cost:	\$700,000.00
Ecology Share:	\$595,000.00
Recipient Share:	\$105,000.00
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	12/31/2026
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in local area aquifers and the Spokane River through design and future construction of stormwater conveyance with a treatment and infiltration facility at Hill and Dale Park in the city of Spokane. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), and dissolved copper and zinc.

Project Long Description:

In a focused effort to improve existing stormwater management in the northeastern area of Spokane, the RECIPIENT contracted a hydrologic study, the August 2022 Northeast Spokane Stormwater Study (Osborn Consulting, 2023). Land use in the study area includes single-family and multi-family residential developments surrounded by commercial and industrial development in areas. The area has generally been assumed to be underlain by sandy soils expected to drain well resulting in stormwater traditionally being managed by drywells. However, the RECIPIENT has reported

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

over 50 drywells in the area are currently functioning poorly. Additionally, many of the drywells were installed in the 1970s and 1980s before current Stormwater Management Manual for Eastern Washington (SWMMEW) and Underground Injection Control (UIC) Rule regulations required water quality treatment prior to infiltration. To correct these issues, the RECIPIENT's maintenance and repair program is jetting and vactoring, replacing drywells in place, and installing gravel galleries.

With the funds provided under this agreement, the RECIPIENT will design new collection system components to convey runoff to a new regional stormwater facility at Hill and Dale Park in Northeast Spokane. The RECIPIENT will design the facility to capture, treat, and store runoff, allowing for gradual infiltration through deep wells. An alternative design may implement pumping runoff from the low point to a surface bio-infiltration swale instead of an underground water quality treatment system. With this facility, the RECIPIENT will treat runoff generating from approximately 85 acres and provide water quality treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), and dissolved copper and zinc.

Overall Goal:

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280

UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org

Organization Fax: (509) 343-5760

Contacts

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

Project Manager	<p>Mark Papich Senior Engineer</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310</p>
Billing Contact	<p>LaVonne Martelle Accountant I</p> <p>44 W Riverside Spokane, Washington 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000</p>
Authorized Signatory	<p>Marlene C Feist Public Works Director</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mfeist@spokanecity.org Phone: (509) 625-6310</p>

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Shilo Sprouse 4601 N Monroe Street Spokane, Washington 99205-1295 Email: shsp461@ecy.wa.gov Phone: (509) 862-8584
Financial Manager	Joe Kinerk Stormwater Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: joek461@ecy.wa.gov Phone: (360) 742-2875
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Spokane

By: _____

By: _____

Vincent McGowan, P.E.

Date

Marlene C Feist

Date

Water Quality

Public Works Director

Program Manager

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology
Agreement No: WQC-2025-Spokane-00116
Project Title: Hill and Dale Park Treatment Facility
Recipient Name: City of Spokane

Elizabeth Schoedel

Assistant City Attorney Date

Terri Pfister

City Clerk Date

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 1

Task Cost: \$0.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Grant and Loan Administration**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$0.00

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

Cultural and Environmental Review, and Permitting**Deliverables**

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 3

Task Cost: \$700,000.00

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Stormwater Deliverables Guidance document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Guidance.

B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

C. The RECIPIENT will submit preliminary GIS polygon data for the contributing basin(s) and the BMP footprint(s). Acceptable formats include shapefiles, file geodatabase feature classes, shared feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverables Guidance for more information.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Design Plans and Specifications

Deliverables

Number	Description	Due Date
3.1	Signed and dated consultant contract, if procuring services for design. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	Preliminary project shapefiles, file geodatabase feature classes, shared feature services, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY.	

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SCOPE OF WORK

Task Number: 4

Task Cost: \$0.00

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.

B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

* Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

Project Close Out**Deliverables**

Number	Description	Due Date
4.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG250313

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP

Funding Effective Date: 07/01/2024

Funding Source:

Funding Type: Grant

Funding Expiration Date: 12/31/2026

Title:

Fund:

Type:

Funding Source %:

Description:

SFAP-SFY25

FD

State

100%

Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate:

Recipient Match %:

InKind Interlocal Allowed:

InKind Other Allowed:

Is this Funding Distribution used to match a federal grant?

Approved State Indirect Rate: 30%

15%

No

No

No

SFAP	Task Total
Grant and Loan Administration	\$ 0.00
Cultural and Environmental Review, and Permitting	\$ 0.00
Design Plans and Specifications	\$ 700,000.00
Project Close Out	\$ 0.00
Total: \$ 700,000.00	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 105,000.00	\$ 595,000.00	\$ 700,000.00
Total		\$ 105,000.00	\$ 595,000.00	\$ 700,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

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quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

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“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language

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will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this

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project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views

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and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

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EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

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Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

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character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products

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used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest

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based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

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No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the

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redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

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ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

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Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Certificate Of Completion

Envelope Id: DC4E9165-C342-4AF4-806A-7E3C1F94BA53

Status: Sent

Subject: Agreement for Signature

Source Envelope:

Document Pages: 41

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Joe Kinerk

AutoNav: Enabled

P.O. Box 47600

Envelopeld Stamping: Enabled

Olympia, WA 98504

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

joek461@ecy.wa.gov

IP Address: 172.56.104.66

Record Tracking

Status: Original

Holder: Joe Kinerk

Location: DocuSign

2/12/2025 9:35:03 AM

joek461@ecy.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Ecology

Location: Docusign

Signer Events

Signature

Timestamp

Elizabeth Schoedel

eschoedel@spokanecity.org

Security Level: Email, Account Authentication
(None)

Sent: 2/12/2025 9:43:03 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Marlene Feist

mfeist@spokanecity.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Terri Pfister

tpfister@spokanecity.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

David Giglio

dgig461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Joe Kinerk

joek461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Mark Papich mpapich@spokanecity.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Elaine Markham elma461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Elaine Markham elma461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2025 9:43:03 AM Viewed: 2/12/2025 9:49:52 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/12/2025 9:43:03 AM
Payment Events	Status	Timestamps



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/17/2025

Committee Agenda type: Consent

Date Rec'd

2/20/2025

Clerk's File #

OPR 2025-0224

Cross Ref #

Project #

Council Meeting Date: 04/14/2025

Submitting Dept

SOLID WASTE COLLECTION

Bid #

RFQ 6318-25

Contact Name/Phone

CHRIS AVERYT 625.6540

Requisition #

CR 27309

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? YES

Agenda Item Name

4500 & 4490 MULTI-YEAR AGREEMENT WITH SENSKE SERVICES

Agenda Wording

Three-year contract, with option to renew for one (1) additional year, with Senske Lawn and Tree Care, LLC, d/b/a Senske Services, for lawn maintenance and weed control services at the Nelson Complex and Waste to Energy Facility -- annual expenditure of \$43,905.00, plus applicable taxes.

Summary (Background)

A bid invitation (RFQ #6318-25) was issued to companies registered with MRSC Rosters under the categories of Landscape Equipment Repair & Maintenance, Landscape Maintenance, and Vegetation Spraying. Eight (8) companies attended the mandatory pre-bid meeting and all eight (8) submitted bids. Senske Services was the lowest responsive bidder and took no exceptions. This contract covers the Waste to Energy Facility and the Nelson Complex. The Nelson Complex includes the Spokane Central Service Center, Street Department Administration Building & Warehouse, and the Broadway Wash & Fuel Stations. Solid Waste Collection owns and is responsible for vegetative maintenance at the Nelson Complex.

What impacts would the proposal have on historically excluded communities?

No impacts are identified. Public works services are designed to service all residents and businesses. We recognize the need to maintain affordability and predictability for all utility customers and are committed to being financially and environmentally responsible. This contract supports Public Works operations.

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

N/A - This is a preventative maintenance contract for city owned properties and should not impact any group. The contractor is governed by the WA State Department of Labor & Industries.

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

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

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

This work is consistent with annual budget strategies to limit costs and aligns with the city's procurement and purchasing policies.

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 131,715.00, plus tax	
Current Year Cost		\$ 43,905.00, plus tax	
Subsequent Year(s) Cost		\$ 43,905.00, plus tax	
<u>Narrative</u>			
This is routine property maintenance that is arranged for annually in Solid Waste Collection & Disposal's budgets.			
Amount		Budget Account	
Expense	\$ 30,910.00, plus tax, annually	#	4500-30210-37141-54212-99999
Expense	\$ 12,995.00, plus tax, annually	#	4490-44100-37148-54212-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source Recurring			
Funding Source Type Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Yes, this funding source is sustainable through revenue obtained by providing solid waste collection and disposal services to the public.			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
N/A			
Approvals		Additional Approvals	
<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	MILLER, KATHERINE E		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Signer: Andrew Spears/awspears@senske.com		caveryt@spokanecity.org	
rschoonover@spokanecity.org		jsalstrom@spokanecity.org	
Tax & Licenses		mdorgan@spokanecity.org	
rrinderle@spokanecity.org		glafrenz@spokanecity.org	
tmccollough@senske.com>			



City of Spokane
**MULTI-YEAR
VEGETATIVE MAINTENANCE
AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SENSKE LAWN AND TREE CARE, LLC., d/b/a SENSKE SERVICES**, whose address is 7115 East Cataldo Avenue, Spokane Valley, Washington 99212, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Lawn Maintenance Services for the property located at Nelson Complex and Waste to Energy; and

WHEREAS, the Contractor was selected from MRSC Roster and a Request for Quotes (RFQ #6318-25).

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on April 1, 2025, and ends on March 31, 2028, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed for one (1) additional one-year contract period.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in Exhibit B, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Contractor shall provide the following Work for the City:

Lawn Maintenance Services at the Nelson Complex (915 N. Nelson St., Spokane, WA) and the Waste to Energy Facility (2900 S. Geiger Blvd., Spokane, WA).

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 Agreement shall be a maximum amount not to exceed **FORTY-THREE THOUSAND NINE HUNDRED FIVE AND NO/100 DOLLARS (\$43,905.00)** annually plus sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Department services are performed: Spokane Solid Waste Collection, Administration Office, 915 North Nelson Street, Spokane, Washington 99207 (or via Email – Attn Rachel Schoonover at rschoonover@spokanecity.org) or Spokane Solid Waste Disposal, 2900 South Geiger Blvd., Spokane, Washington 99224 (or via Email - Attn Michelle Dorgan at mdorgan@spokanecity.org). All invoices should include the Department Contract No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. 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. TAXES, FEES AND LICENSES.

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

6. VEGETATIVE MAINTENANCE.

The following Vegetative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay 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 a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages

on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, 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.
- C. **PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENTSIONS.** 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
- D. A payment/performance bond is NOT required.
- E. Statutory retainage is NOT required.

7. 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.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The 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.

9. INDEMNIFICATION.

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

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

10. INSURANCE.

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

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(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

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

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall 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 Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

Either party may terminate this Agreement, 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.

15. 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 Agreement are performed.

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement 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.

18. 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.

19. 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 Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement. 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 Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement 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 Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the 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 Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- 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 Agreement by having legally-binding representatives affix their signatures below.

SENSKE LAWN AND TREE CARE, LLC.
d/b/a SENSKE SERVICES

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Certification of Compliance with Wage Payment Statutes
Exhibit B – Contractor's General Scope of Work

U2025-034a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), 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. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

EXHIBIT B

Bid Response Summary

Bid Number RFQ 6318-25
Bid Title Lawn Maintenance Services - Prevailing Wage, Unit Price
Due Date Monday, February 10, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company Senske Lawn & Tree Care
Submitted By tmccollough@senske.com tmccollough@senske.com - Friday, February 7, 2025 9:22:51 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments

Question Responses

Group	Reference Number	Question	Response
MANDATORY PRE-BID CONFERENCE			
	1	A Mandatory Pre-Bid Conference will be held on Wednesday, January 29, 2025, at TIME 10:00 AM at the Nelson Center, Admin Office, 915 N. Nelson Street, Spokane WA 99202. The Mandatory Site Visit will continue at the Spokane Solid Waste Disposal, Waste to Energy Facility (WTEF) Admin Office, 2900 S Geiger Blvd., Spokane WA, 99224. **Only those bidders vendors who attend the Mandatory Pre-Bid Conference at both locations will be able to bid. Contractors were required to sign the sign-in sheet for each site visit location.	I acknowledge
CONTACT INFORMATION			
	1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address:	Senske Services Tim McCollough 7115 E. Cataldo Spokane Valley, WA 99212 tmccollough@senske.com
	2	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Tim McCollough 509-370-2620 tmccollough@senske.com

TERMS AND CONDITIONS		
1	Bidder acknowledges that they have read and understand the Terms and Conditions Pages 28-32 of the RFQ 6318-25 bid document in the 'Documents' tab. If answer is "I do not acknowledge and agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and agree
1.1	EXCEPTION: If you took exception above, upload here.	RFQ 6318-25 No Exception Letter.pdf
2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify
TECHNICAL GROUP		
1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter "0".	1
2	BIDDER'S REPRESENTATION: The Bidder by making its Bid represents that it has read and understands the bid document, RFQ 6318-25 Bid Document Addendum 1 (1-30-2025), Lawn Maintenance Services - Prevailing Wage, Unit Price, and attachments, located in the 'Documents' tab, document entitled "RFQ 6318-25 Bid Document Addendum 1 (1/30/2025), and has visited the sites and familiarized itself with the locations and conditions under which the services are to be performed.	I acknowledge and agree

3	<p>PERVAILING WAGE REQUIREMENTS: The work under this contract is classified a routine maintenance and subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly the payment of prevailing wages in making their bids.</p>	I acknowledge and agree
5	<p>Please download the 'RFQ 6319-25 REVISED Pricing Pages - Addendum 1 (1/30/2025), pages 12-20 of the RFQ 6318-25 bid document in the 'Documents' tab, complete, and upload the completed document here.</p>	RFQ 6318-25 Revised Pricing Pages.pdf
5.1	<p>The winning Vendor(s) shall receive a unit priced contract and, upon complete and accepted performance by the Vendor, the City shall issue payment in the applicable amount set forth Pricing Section for the actual services performed. Multiple Awards may be in any combination that best serves the city.</p>	I acknowledge and agree
6	<p>Bidder acknowledges that has review and understands the "Chemical Application Requirements, page 21 of the RFQ 6318-25 bid document in the 'Documents' tab.</p>	I acknowledge and agree
6.1	<p>Download the 'Chemicals To Be Used' document, page 22 of the RFQ 6318-25 bid document in the 'Documents' tab, complete, and upload the completed document here.</p>	RFQ 6318-25 Chemicals to be used.pdf
6.2	<p>The Bidder acknowledges that after each chemical application performed during the contract, to include any renewals, by the awarded Vendor, the Vendor must complete an 'Application Report' document, page 23 of the RFQ 6318-25 bid document in the 'Documents' tab. All completed reports must be email to rschoonover@spokanecity.org within one week of performing an application.</p>	I acknowledge and agree

7	Please download the 'Subcontractor List' Pages 24 of the RFQ 6315-25 bid document in the 'Documents' tab, complete, and upload the completed document here:	RFQ 6318-25 Subcontractors List.pdf
7.1	Sub-Vendor(s) must be a Washington State registered at the time of Bid submittal.	Acknowledged
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor 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.	I Certify
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
1	If you have additional information/documents to submit, upload them here.	
2	If you have additional information/documents to submit, upload them here.	
3	If you have additional information/documents to submit, upload them here.	
4	If you have additional information/documents to submit, upload them here.	



7115 E. Cataldo
Spokane Valley, WA 99212
Main: (509) 532-7887
Fax: (509) 532-7899

No Exceptions Taken

Jim McAlhugh



Bidders must complete and submit RFQ 6318-25 Revised Pricing Pages – Addendum 1, 1/30/2025, with its proposal to be consider responsive.

RFQ 6318-25, REVISED PRICING PAGES – ADDENDUM 1, 1/30/2025

These Next Nine Pages (Pages #12-20) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding question #5

PROJECT: RFQ 6318-25,

Lawn Maintenance and Weed Control Services – Prevailing Wage, Unit Price Contract

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations.

SALES TAX.

The City will apply applicable tax to Bidder's response when tabulating bids. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

QUANTITIES.

Quantities, when used, are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Payment would only be made for actual services perform and accepted as per contract rates.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.

The bidder proposes to do the services at the following all-inclusive, firm-fixed-unit pricing, taking into account any all cost required to perform service of this RFQ. No other cost will be allowed later.

April 1, 2025 Through March 31, 2026

Prices shall be firm throughout the first year of the contract period, 4/1/2025 through 3/31/2026.

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.

RFQ 6518-25 Pricing Pages			
SPOKANE CENTRAL SERVICE CENTER, STREET DEPARTMENT ADMIN OFFICE & WARHOUSE, BROADWAY FUEL & WASH STATIONS			
Should a Vendor's established firm-fixed pricing structure for a service type be such that its incorporates another service type, the Vendor may enter "no additional cost" as applicable when completing pricing pages. <i>Addendum 1, 1/30/2025.</i>			
Natural/Dirt Areas, Street Warehouse, and Cul-de-sac (Reference Map 1 – Addendum 1, 1/30/2025, Red Zones)			
APPLICATION SERVICES	ESTIMATED APPLICATIONS	PRICE PER APPLICATION	EXTENDED TOTAL
Bare ground Weed Control Initial Application to all red zone areas on Map 1.	1	\$ 775	\$ 775
Bare ground Weed Control Follow Up Application to all red zone areas on Map 1.	1	\$ Included	\$ Included
CLEANUP SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
South Cul-de-sac, West Strip Along Wash & Fuel Station, and Area South of Employee Only Entrance by Guardrail, Area Around Street Dept. Warehouse, Red Area Inside Fence Along Nelson Street – Initial Spring Cleanup (Brush cutting, removing trash, etc).	1	\$ 180	\$ 180
South Cul-de-sac, West Strip Along Wash & Fuel Station, and Area South of Employee Only Entrance by Guardrail, Area Around Street Dept. Warehouse, Red Area Inside Fence Along Nelson Street – Follow Up Cleanup As Needed (Brush cutting, removing trash, etc).	2	\$ 91	\$ 182
Non-Irrigated Area (Reference Map 1 – Addendum 1, 1/30/2025, Yellow Zones)			
APPLICATION SERVICES	ESTIMATED APPLICATIONS	PRICE PER APPLICATION	EXTENDED TOTAL
Broadleaf Weed Control Initial Treatment	1	\$ 846	\$ 846
Broadleaf Weed Control Follow Up Treatment	1	\$ 846	\$ 846
LAWN SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL

Mow or String Trim (mulch or remove clippings as needed; blow clippings off hard surfaces)	4	\$ 300	\$ 1200
CLEANUP SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Area inside and outside fence along Broadway Avenue -- Initial Spring Cleanup (Brush cutting, removing trash, etc).	1	\$ 270	\$ 270
Area inside and outside fence along Broadway Avenue -- Follow Up Cleanup As Needed (Brush cutting, removing trash, etc).	2	136	272
Irrigated & Partially Irrigated Areas (Reference Map 1 – Addendum 1, 1/30/2025, Green Zones)			
LAWN SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Aerating	1	\$ 280	\$ 280
Mow Lawn Areas (Weekly starting approximately April 1st unless delayed by contract finalization; mulch or remove clippings as needed)	28	\$ 165	\$ 4620
String Trim Mowed Areas (Weekly; blow clippings off hard surfaces)	28	\$ Included	\$ Included
Blade-edge Areas (Bi-weekly; blow clippings off hard surfaces)	14	\$ Include!	\$ Include!
APPLICATION SERVICES	ESTIMATED APPLICATIONS	PRICE PER APPLICATION	EXTENDED TOTAL
Lawn Fertilizer (Slow release granular; schedule around Memorial Day, Independence Day and Labor Day)	3	\$ 282	\$ 846
Lawn Weed Control Initial Application	1	\$ 282	\$ 282
Lawn Weed Control Follow Up Application	2	\$ 282	\$ 564

Rock Beds, Bark Areas, Shrubs, Trees, Curbs, North/East Fence Lines, Sidewalks & CNG Walking Paths (Reference Map 1 – Addendum 1, 1/30/2025, Blue Zones)			
APPLICATION SERVICES	ESTIMATED APPLICATIONS	PRICE PER APPLICATION	EXTENDED TOTAL
Insect Treatment - Trees	1	\$ 182	\$ 182
Insect Treatment – Shrubs	1	\$ 182	\$ 182
Shrub/Rock Beds & Bark by Trees Weed Control Initial Application (Include pre- emergent weed control)	1	\$ 1120	\$ 1120
Shrub/Rock Beds & Bark by Trees Weed Control Follow Up Treatments	5	\$ 277	\$ 1385
Curb Line Weed Control – Nelson St & Desmet Ave	5	\$ Included	\$ Included
Sidewalk Cracks Weed Control – Nelson St & Desmet Ave	3	\$ Included	\$ Included
Walking Paths Weed Control – Solid Waste CNG Truck Parking Area	3	\$ Included	\$ Included
CLEANUP SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Shrub/Rock Beds, Inside & Outside Fence Lines on Nelson St & Desmet -- Initial Spring Clean Up (Removing trash, tumbleweeds, leaves, etc.)	1	\$ 1310	\$ 1310
Shrub/Rock Beds, Inside & Outside Fence Lines on Nelson St & Desmet – Monthly Follow Up Cleaning (Removing trash, tumbleweeds, large weeds, leaves, etc.)	7	\$ 136	\$ 952
Curb Lines & Sidewalks on Nelson & Desmet – Initial Trimming/Clean Up of Weeds Growing along Curb & Sidewalk Cracks	1	\$ Included	\$ Included
Curb Lines & Sidewalks on Nelson & Desmet – Follow Up Trimming/Clean Up of Weeds Growing along Curb & Sidewalk Cracks	1	\$ Included	\$ Included

PRUNNING & WEEDING SERVICES	ESTIMATED HOURS	PRICE PER HOUR	EXTENDED TOTAL
Pruning Trees	50 (Addendum 1)	\$ 91	\$ 4550
Man Lift or Boom Truck Hourly Price When Required For Pruning Trees (Lift / Boom is an addition to Pruning Tree Cost Above)	30 (Addendum 1)	\$ 150	\$ 4500
Trimming & Shaping Bushes, Cutting Back Ornamental Grasses & Plants, etc.	80 (Addendum 1)	\$ 45	\$ 3600
Hand Weeding Rock Beds (includes pulling dead perennials and large weeds in spring, weeding throughout year)	25	\$ 45	\$ 1125
Combined Areas (Reference Map 1 – Addendum 1, 1/30/2025, Yellow and Green Zone Colors)			
CLEANUP SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
All Areas & Parking Lots – Fall Leaf Clean Up	1	\$ 841	\$ 841
SPOKANE CENTRAL SERVICE CENTER, STREET DEPARTMENT ADMIN OFFICE & WARHOUSE, BROADWAY FUEL & WASH STATIONS			
Extended Subtotal			\$ 30,910
WA State Tax 9%			\$ 2781.90
OVERALL EXTENDED TOTAL			\$ 33,691.90
SPOKANE SOLID WASTE DISPOSAL, WASTE TO ENERGY FACILITY			
Mowing Service Areas: (Reference Map 2, Green Zones)			
LAWN SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Irrigated Grass Areas: To Be Mowed Weekly starting approximately April 1st	28	\$ 270	\$ 7560
APPLICATION SERVICES	ESTIMATED APPLICATIONS	PRICE PER APPLICATION	EXTENDED TOTAL
Lawn Fertilizer (Slow release granular; schedule around Memorial Day, Independence Day and Labor Day)	3	\$ 750	\$ 2250
Lawn Weed Control Initial Application	1	\$ 750	\$ 750
Lawn Weed Control Follow Up Application	2	\$ 750	\$ 1500

Mowing Service Areas: (Reference Map 2, Green Zones)			
LAWN SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Non-Irrigated Areas: To Be Mowed Monthly starting approximately April 1st	6	\$ 90	\$ 540
Weed Control Treatment Services Areas: (Reference Map 3, Orange Zones)			
BROAD LEAF WEED CONTROL SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Annual "Broad Leaf Weed Control" Treatment.	1	\$ 120	\$ 120
Non-Landscaped Areas: (Reference Map 3, Red Zones)			
WEED CONTROL SERVICES NON-LANDSCAPED AREAS:	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Annual "Kill-All Vegetation" Treatment	1	\$ 275	\$ 275
SPOKANE SOLID WASTE DISPOSAL, WASTE TO ENERGY FACILITY			
Extended Subtotal			\$ 12995
WA State Tax 9%			\$ 1169.55
OVERALL EXTENDED TOTAL			\$ 14164.55
OVERALL GRAND EXTENDED TOTAL			
SPOKANE CENTRAL SERVICE CENTER, STREET DEPARTMENT ADMIN OFFICE & WARHOUSE, BROADWAY FUEL & WASH STATIONS	Overall Extended Total	\$ 33,691.90	
SPOKANE SOLID WASTE DISPOSAL, WASTE TO ENERGY FACILITY	Overall Extended Total	\$ 14,164.55	
OVERALL GRAND EXTENDED TOTAL			\$ 47,856.45

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of \$0.00 per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

U.B.I. Number 600-124-706

City of Spokane Business License Number 600-124-706 / SENS KLT 117 PT

NON-COLLUSION

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

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.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS

The Vendor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor 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.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Bidder: Tim McGlough

Tim McGlough
Signature of Bidder's Authorized Representative

account Executive
Title

7115 E. Cataldo, Spokane Valley WA 99212
Address

509-370-2620
Phone

MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

**EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF
THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT**

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE
BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE
THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated (*use additional sheets if necessary*):

NAME OF MBE/WBE*	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
------------------	--

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ _____	MBE TOTAL	\$ _____
--	----------	-----------	----------

WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ _____	WBE TOTAL	\$ _____
---	----------	-----------	----------

COMBINATION GOAL:	\$ _____	MBE/WBE TOTAL	\$ _____
-------------------	----------	---------------	----------

*Designate MBE or WBE

Mr./ Mrs./ Ms. _____ has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

Chemicals To Be Used:

Please designate the products to be applied in each area.
Additional paper may be used if necessary.

AREA	PRODUCT(S)	USED FOR
NATURAL/DIRT AREAS, STREET WAREHOUSE, CUL-DE-SAC & BROADWAY FENCE LINE (RED ON MAP)	Vandal Glyphosate Weedar 64	Stemlant Broadleaf Broadleaf
NON-IRRIGATED AREAS (Map 1, Yellow Zones)	H Dep	Broadleaf
IRRIGATED & PARTIALLY IRRIGATED AREAS (Map 1, Green Zones)	Trimec 992 Resolute Battle ship	Broadleaf Pre-emergent Broadleaf
ROCK BEDS, SHRUBS, TREES, CURBS, NORTH/EAST FENCE LINES & SIDEWALKS (Map 1, Blue Zones)	Resolute Galleon Glyphosate Surfactant	Pre emergent Pre emergent weeds
Broad Leaf Weed Control" Treatment (Map 3, Orange Zones)	Trimec 992 Battle ship	Broadleaf Broadleaf
"Kill-All Vegetation" Treatment (Map 3, Red Zones)	Vandal Roundup Weedar 64	Stemlant Broadleaf Broadleaf

This Page (Page #24) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #7.

SUBCONTRACTOR LIST

RFQ 6318-25,

Lawn Maintenance and Weed Control Services – Prevailing Wage, Unit Price Contract

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

CONTRACTOR National Lawn Care and Snow Removal LLC
TYPE OF WORK/BID ITEM Mowing and Cleanup Services
AMOUNT \$ 17,927
CONTRACTOR'S U.B.I. Number 605-610-267

CONTRACTOR _____
TYPE OF WORK/BID ITEM _____
AMOUNT _____
CONTRACTOR'S U.B.I. Number. _____

CONTRACTOR _____
TYPE OF WORK/BID ITEM _____
AMOUNT _____
CONTRACTOR'S U.B.I. Number. _____

CONTRACTOR _____
TYPE OF WORK/BID ITEM _____
AMOUNT _____
CONTRACTOR'S U.B.I. Number. _____

Map 1 – Addendum 1, 1/30/2025

Pertains to Service Areas for: Spokane Central Service Center, Street Department Admin Office & Warehouse, and Broadway Fuel and Wash Stations

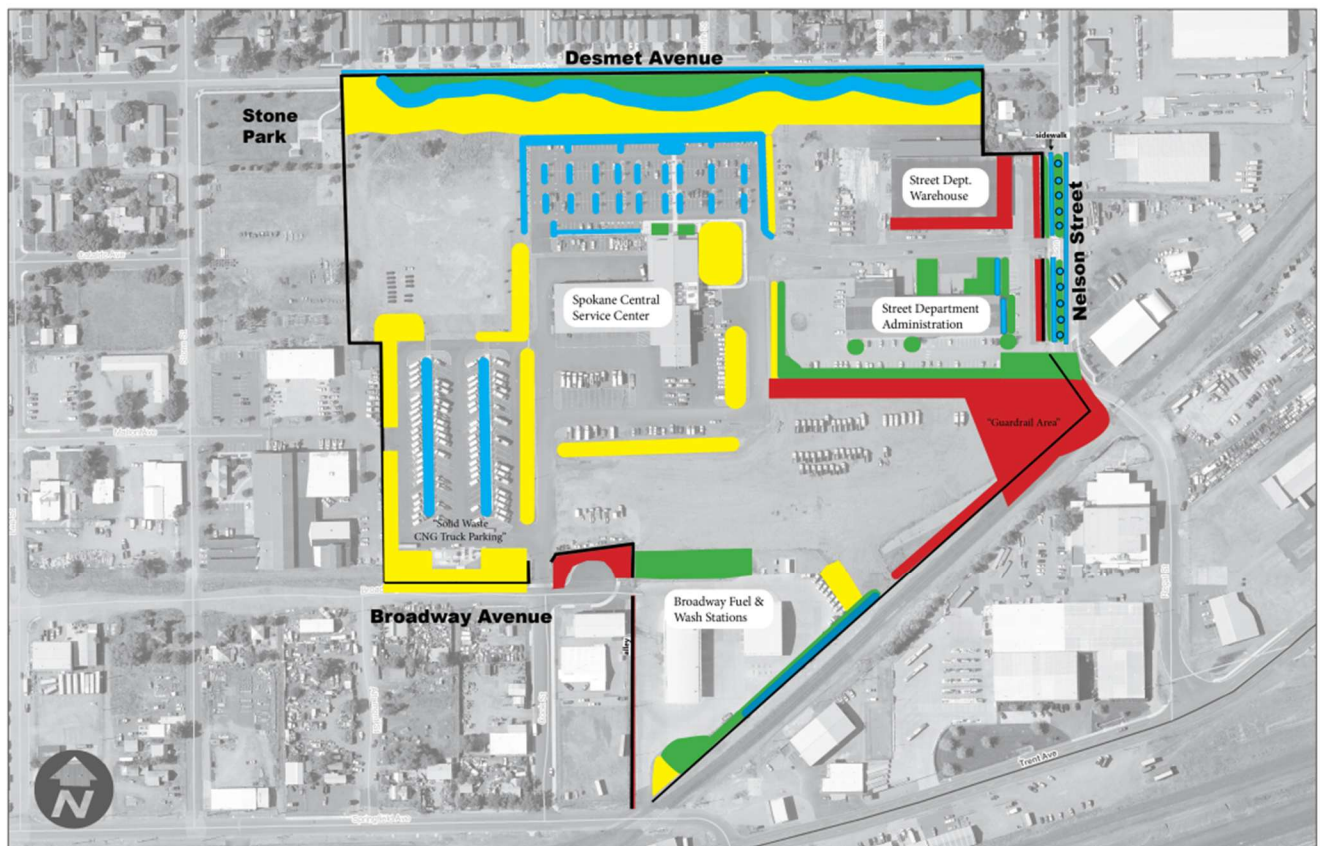
Colors:

Red Zones: Dirt/Natural Areas, Street Warehouse, Cul-de-Sac
Weed Control and Cleanup Services

Yellow Zones: Non - Irrigated Areas:
Weed Control and Mow/String Trim, Cleanup Services

Green Zones: Irrigated & Partially Irrigated Areas:
Aerating, Mowing, String Trim, Blade-Edge, Fertilizer, and Weed Control Services

Blue Zones: Rock Beds, Bark Areas, Shrubs, Trees, Curbs, North/East Fence Lines, Sidewalks, and CNG Walking Paths:
Insect, Weed Control, Cleanup Services, and Pruning Services



Map 2: Pertains to Spokane Solid Waste Disposal, WTEF - Lawn Service Areas

Colors:

Green Zones: Irrigated Grass Areas
Mowing Service Areas, Lawn Fertilizer Areas, and Lawn Weed Control Areas

Yellow Zones: Non-Irrigated Areas: Mowing Service Areas

Red Zones: No Actions Required



Map 3: Pertains to Spokane Solid Waste Disposal, WTEF - Weed Control Service Areas

Colors:

Orange Zones: Annual "Broad Leaf Weed Control" Treatment

Red Zones: Non-Landscaped Areas: Annual "Kill-All Vegetation" Treatment



License Information:

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

Entity name: SENSKE LAWN AND TREE CARE, LLC

Business name: SENSKI LAWN AND TREE CARE, INC.

Entity type: [Limited Liability Company](#)

UBI #: 600-124-706

Business ID: 001

Location ID: 0003

Location: Active

Location address: 7115 E CATALDO AVE
SPOKANE VALLEY WA 99212-1160

Mailing address: 400 N QUAY ST
KENNEWICK WA 99336-7734

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Asotin County General Business - Non-Resident				Active	Jan-31-2026	Jun-12-2023
Cheney General Business - Non-Resident				Active	Jan-31-2026	Feb-07-2020
Spokane General Business - Non-Resident	T12014263BUS			Active	Jan-31-2026	Oct-15-2012
Spokane Valley General Business	01032			Active	Jan-31-2026	Feb-09-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
SENSKE, CATHERINE	
SENSKE, CHRISTOPHER NMI	

Registered Trade Names

Registered trade names	Status	First issued
SENSKE LAWN & TREE CARE INC	Active	Mar-17-2017
SENSKE LAWN & TREE CARE, INC	Active	Mar-10-2017
SENSKE LAWN AND TREE CARE INC	Active	Apr-15-2022
SENSKE SERVICES	Active	Dec-20-2023
SUPER GREEN	Active	Apr-22-1985

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/17/2025 9:04:32 AM

[Contact us](#)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 12750 Merit Drive, Suite 1000 Dallas TX 75251	CONTACT NAME: CertRequests@ajg.com PHONE (A/C, No, Ext): 972-991-3700 E-MAIL ADDRESS: FAX (A/C, No): 972-991-4061
INSURED Senske Lawn and Tree Care, LLC 400 North Quay Street Kennewick,, WA 99336	INSURER(S) AFFORDING COVERAGE INSURER A: Alaska National Insurance Company INSURER B: Homeland Insurance Company of New York INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 560887739**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			24A PS 12454	1/31/2024	4/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			24A AS 12454	1/31/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			24A LU 12454	1/31/2024	4/30/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			25A WS 12454	1/31/2025	4/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Pollution and Professional Leased/Rented Equipment			793-01-17-17-0002 24A IA 12454	1/28/2024 1/31/2024	4/30/2025 4/30/2025	Limit/Deductible Limit \$1,000,000/\$25,000 \$220,000

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

10 day notice of cancellation for non-payment; 30 day notice of cancellation for any other reason

Excess liability follows form

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Senske Lawn and Tree Care, LLC 400 North Quay Street Kennewick,, WA 99336
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder is an Additional Insured as respects to the General and Excess Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

RE: Operations performed by the Named Inured Additional Insured status applies per the attached forms.



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/17/2025

Committee Agenda type: Consent

Date Rec'd

3/12/2025

Clerk's File #

OPR 2023-0419

Cross Ref #

Project #

Council Meeting Date: 04/14/2025

Submitting Dept

SOLID WASTE DISPOSAL

Bid #

IPWQ 2863-23

Contact Name/Phone

CHRIS AVERYT 625-6540

Requisition #

CR 27369

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? YES

Agenda Item Name

4490 CONTRACT RENEWAL FOR LANDFILL NOXIOUS WEED ABATEMENT

Agenda Wording

Contract renewal 1 of 2 with Woodland Resource Services, Inc. (Ellensburg, WA) for noxious weed abatement at the City's Northside and Southside Landfills from 4/15/25-4/14/26 and a total cost not to exceed \$45,938.05 plus tax.

Summary (Background)

The City is required to perform noxious weed abatement for 345 acres of the Northside Landfill and 72 acres of the Southside Landfill. On March 23, 2023, bidding closed on IPWQ 5863-23 for this vegetative maintenance service and based on their lowest cost response, Woodland Resource Services, Inc. was awarded a two-year contract, with two optional one-year renewals. This will be the first renewal. The two year contract cost was \$84,290.00. The renewal cost is \$45,238.05, which puts the lifetime contract amount at \$130,228.05, and will now require City Council approval.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$ 45,938.05		
Current Year Cost	\$ 45,938.05		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
This is a routine vegetative maintenance service that is planned for annually in the Solid Waste Disposal Landfill budget.			
Amount		Budget Account	
Expense	\$ 17,513.58	#	4530-44800-53748-54212
Expense	\$ 17,513.58	#	4530-44850-53748-54212
Expense	\$ 10,910.90	#	4530-45600-53748-54212
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source	Recurring		
Funding Source Type	Program Revenue		
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Erik Mullenix, erik@gowrs.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			



City of Spokane
CONTRACT RENEWAL #1 of 2
Title: Vegetative Maintenance Agreement

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Woodland Resource Services, Inc.**, whose address is 1063 Emerson Road, Ellensburg, Washington 98926, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Vegetative Maintenance for the property located at Northside (7202 West Nine Mile, Spokane, WA) and Southside Landfill (2424 East 65th Avenue, Spokane, WA); and

WHEREAS, the original Contract allowed for two (2) additional one-year renewals, this being the first renewal, therefore the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 12, 2023, and April 17, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on April 15, 2025, and shall end April 14, 2026.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FORTY-FIVE THOUSAND NINE HUNDRED THIRTY-EIGHT AND 05/100 (\$45,938.05)** plus sales tax if applicable, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. 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.

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 Renewal by having legally-binding representatives affix their signatures below.

WOODLAND RESOURCE SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A - Certificate of Debarment

Exhibit B – Company’s Renewal - IPWQ 5863-24 2025 Pricing Quote dated January 24, 2025

U2025-028

ATTACHMENT A

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

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

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

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


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



0
2900 S GEIGER BLVD
Spokane, WA 99224-5400
Phone 509 625 6527

OPR 2023-0419 Noxious Weed Abatement Services, On-Call Maintenance; City of Spokane Landfills

As stated in Bid IPWQ 5863-24 Quantities are estimates only and are not to be construed as firm or guaranteed. Quantities shall be bid on a more-or-less basis. Actual quantities may be more-or-less. Payment will be made only for orders placed, received, and accepted.

<u>UNIT PRICE TO BE INCURRED FOR SCHEUDLED/UNSCHEDULED SERVICES</u>	<u>Estimated Services That Could Be Requested During A 12-month Period.</u>	April 15, 2023 To April 14, 2025		April 15, 2025 To April 14, 2026	
ITEM	QTY	Unit Price Per Service	Extended Price	Unit Price Per Service	Extended Price
Location: Northside Landfill (NSLF), 7202 West Nine Mile, Spokane WA 99208. All-Inclusive Cost Per To Perform A Full Site Treatment Service Of The Northside Landfill. Cost should not include tax.	2	\$32,135.00	\$64,270.00	\$ <u>32,135.00</u>	\$ <u>64,270.00</u>
Location: Southside Landfill (SSLF), 2424 East 65th Ave, Spokane, WA 99223. All-Inclusive Cost Per To Perform A Full Site Treatment Service Of The Southside Landfill. Cost should not include tax.	2	\$10,010.00	\$20,020.00	\$ <u>10,010.00</u>	\$ <u>20,020.00</u>
Subtotal		\$84,290.00		\$ <u>84,290.00</u>	
Tax 9%		\$7,586.10		\$ <u>7,586.10</u>	
Extended Total		\$91,876.10		\$ <u>91,876.10</u>	
Woodland Resource Services Inc		Unit Pricing Per Service During The Two-Year Base Period Was Based on Woodland Resource Services Inc Response to IPWQ 5863- 23		NAME	Erik Mullenix
Erik Mullenix 509 508 1903 woodland@gowrs.com				SIGNATURE	
Eric Meador 509 968 9675 eric@gowrs.com				DATE	1-24-2025



STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

WOODLAND RESOURCE SERVICES, INC.
1063 EMERSON RD
ELLENSBURG WA 98926-8438

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Dec 27, 2024

Unified Business ID #: 602678209

Business ID #: 001

Location: 0001

Expires: Jan 31, 2026

CITY/COUNTY ENDORSEMENTS:

ELLENSBURG GENERAL BUSINESS - NON-RESIDENT - ACTIVE
PASCO GENERAL BUSINESS - NON-RESIDENT #39283 - ACTIVE
MARYSVILLE GENERAL BUSINESS - NON-RESIDENT #9675SVC723 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
CLE ELUM GENERAL BUSINESS - NON-RESIDENT - ACTIVE
YAKIMA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ABERDEEN GENERAL BUSINESS - NON-RESIDENT #217284 - ACTIVE
MOXEE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
FRANKLIN COUNTY GENERAL BUSINESS - NON-RESIDENT #3073 - ACTIVE

DUTIES OF MINORS:

Ages 16-17: Shop Clean up; Office Filing Documentation.
Ages 14-15: Shop Clean up; Office Filing Documentation.

LICENSING RESTRICTIONS:

Aberdeen city license valid until canceled by either party.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.


Director, Department of Revenue

UBI: 602678209 001 0001

WOODLAND RESOURCE
SERVICES, INC.
1063 EMERSON RD
ELLENSBURG WA 98926-8438

FOLD HERE

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
ELLENSBURG GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
PASCO GENERAL BUSINESS -
NON-RESIDENT #39283 - ACTIVE
MARYSVILLE GENERAL BUSINESS -
NON-RESIDENT #9675SVC723 -
ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
CLE ELUM GENERAL BUSINESS -

STATE OF WASHINGTON

FOLD HERE

Expires: Jan 31, 2026


Director, Department of Revenue



STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

WOODLAND RESOURCE SERVICES, INC.
1063 EMERSON RD
ELLENSBURG WA 98926-8438

Issue Date: Dec 27, 2024
Unified Business ID #: 602678209
Business ID #: 001
Location: 0001
Expires: Jan 31, 2026

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors must be at least 16 years old to work in transportation, warehouse and storage, communications, and public utilities. Office work is permitted. WAC 296-125-033(4)

REGISTERED TRADE NAMES:
CRYSTAL CLEAR

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.


Director, Department of Revenue

UBI: 602678209 001 0001

WOODLAND RESOURCE
SERVICES, INC.
1063 EMERSON RD
ELLENSBURG WA 98926-8438

STATE OF WASHINGTON

FOLD HERE

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
ELLENSBURG GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
PASCO GENERAL BUSINESS -
NON-RESIDENT #39283 - ACTIVE
MARYSVILLE GENERAL BUSINESS -
NON-RESIDENT #9675SVC723 -
ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
CLE ELUM GENERAL BUSINESS -

FOLD HERE

Expires: Jan 31, 2026


Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



WOODRES-01

LWELCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2025

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

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

PRODUCER Terril, Lewis & Wilke Insurance, Inc. P.O. Box 1789 Yakima, WA 98907	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(509) 248-3515	FAX (A/C, No): (509) 248-3673
	E-MAIL ADDRESS:	certs@tlwins.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Accelerant Specialty Insurance Company		16890
	INSURER B: Western National Mutual Insurance Co		15377
INSURED Woodland Resource Services Inc Crystal Clear Custom Services 1063 Emerson Rd Ellensburg, WA 98926	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LIP00070PK000352-01	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 WA STOP GAP \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1227829	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			LIP00070EX000167	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<input checked="" type="checkbox"/> Umbrella *Auto			UMB1038882	12/31/2024	12/31/2025	Retention \$10,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Noxious Weed Abatement Services / Contract# OPR 2023-XXXX

City of Spokane per written contract, is additional insured with primary and non-contributory coverage, waiver of subrogation and completed operations per form SGL007000050 1222 . Auto additional insured and waiver of subrogation per WNC80 0619.

CERTIFICATE HOLDER

CANCELLATION

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

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee	Lawsuit	Defense	Cost
Reimbursement			

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is amended by adding the following:

2. Towing

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE,
A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE,
A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the \$1,000 limit with a \$2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph b. is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1) Such “insured” is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (INCLUDING COMPLETED OPERATIONS) AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The insurance provided by this endorsement shall not serve to increase our limits of insurance as described in **SECTION III-LIMITS OF INSURANCE**.

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for that additional insured; and
2. "bodily injury", "property damage" included in the "products-completed operations hazard" with respect to "your work" performed for that additional insured.

B. Only with respect to the insurance afforded to any additional insureds by this endorsement, paragraph **4. Other Insurance**, subparagraph **a. Primary Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to read as follows:

This insurance shall be considered primary if any other valid and collectible insurance is available to any person or organization included as an additional insured under this endorsement and such other insurance shall be excess of and will not contribute to the insurance afforded by this endorsement.

C. Only with respect to the insurance afforded to any additional insureds by this endorsement, paragraph **8. Transfer Of Rights of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization added as an additional insured under the terms of this endorsement against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" included within the products completed operations hazard done under a contract or agreement with that person or organization."

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Consent**Date Rec'd**

3/12/2025

Clerk's File #

OPR 2025-0247

Cross Ref #**Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

RFQ 6312-25

Contact Name/Phone

CHRIS AVERYT 625-6540

Requisition #

RE 20586

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4490 CONTRACT AWARD FOR COMPRESSOR MAINTENANCE

Agenda Wording

Four year contract award to Atlas Copco Compressors, LLC. (Auburn, WA) for as-needed compressor maintenance and repair services at the Waste to Energy Facility from 3/15/25-3/14/29 and a total cost not to exceed \$240,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility utilizes many different compressors in its operations. As-needed repairs and scheduled maintenance are required to keep these compressors operational. On January 31, 2025, bidding closed on RFQ 6312-25 for this service and Atlas Copco Compressors, LLC. was the only respondent. The contract award will be for four years, with an anticipated annual cost of approximately \$60,000.00 plus tax.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$ 240,000.00		
Current Year Cost	\$ 60,000.00		
Subsequent Year(s) Cost	\$ 60,000.00		
<u>Narrative</u>			
This is a routine equipment repair and maintenance service expense that is planned for annually in the Solid Waste Disposal Budget.			
Amount		Budget Account	
Expense	\$ 240,000.00	#	4490-44100-37148-54803-34002
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
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PURCHASED SERVICE CONTRACT

Title: **COMPRESSOR MAINTENANCE
AND REPAIR SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ATLAS COPCO COMPRESSORS, LLC**, whose address is 1807 Pike Street NW, Suite 103, Auburn, Washington 98001 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Company will do all work, furnish all labor, materials, tools, 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 provide As-Needed Compressor Maintenance and Repair Services, in accordance with RFQ 6312-25, and Company's Response to RFQ attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on March 15, 2025, and shall run through March 14, 2029, unless amended by written agreement or terminated earlier under the provisions.

3. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) business days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

4. COMPENSATION / PAYMENT.

Total compensation for Company's services annually under this Contract shall not exceed **TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$240,000.00)**, plus sales tax if applicable, in accordance with Company's Cost Proposal as set forth in Exhibit B, 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 1 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Company shall submit its applications for payment to Spokane Solid Waste Disposal, 2900 South Geiger Blvd, Spokane, Washington, 99224. **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 within ten (10) business days of receipt of the invoice 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. 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.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

7. PUBLIC WORKS REQUIREMENTS.

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

8. INSURANCE.

8.1 Company Insurance Obligations.

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Contract;

i Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2,000,000 order to meet the minimum insurance coverages required under this contract;

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

D. Property Insurance if materials and supplies are furnished by the Company. 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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Contract, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Contract, 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 Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

8.2 City Insurance Obligations.

The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$10 Million and excess Workers' Compensation Insurance per the statutory limits prescribed in RCW Title 51. Should a covered loss occur in the fulfillment of this Agreement the City shall provide payment under the terms of its self-funded insurance program. Covered losses include, but are not limited to, damage to or loss of rented Equipment in an amount not less than the retail replacement value of the Equipment, which shall be determined by Company. The coverage of the insurance shall include losses caused by theft, vandalism, fire, weather, Acts of God, acts or omissions of City, its employees or agents or third parties, contamination by radioactive substances, and other risk of loss customarily insured against in a commercial property loss policy. Coverage shall be primary and non-contributory.

In the event of a loss, City shall cooperate with Company in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate the applicable coverage. City's insurance obligations do not limit its ultimate liability under these Rental Terms.

9. INDEMNIFICATION; NO CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.

9.1 Subject to Section 9.2 and Section 9.3 below, the Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for physical bodily injury (including death) and/or physical damage to tangible property to the extent which arise from the Company's negligence or willful misconduct under this Contract, including reasonable documented incurred and paid attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based upon the negligence, gross negligence or intentional misconduct of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid

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

9.2 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO THE CITY OR THE CITY BE LIABLE TO COMPANY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, REGARDLESS OF WHETHER CHARACTERIZED AS ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAY COSTS, LOST PRODUCTION, LOST CUSTOMERS, INCREASED COST OF CAPITAL, FINANCING, INSURANCE OR BONDING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES ARE FORESEEABLE.

9.3 COMPANY'S LIABILITY TO THE CITY AND CITY'S LIABILITY TO COMPANY UNDER ANY THEORY OF RECOVERY ARISING OR RELATED TO THE RENTAL, THE EQUIPMENT, THE SERVICE, AND OR THE CONTRACT OR BREACH THEREOF SHALL BE LIMITED TO THE MONEYS PAID BY THE CITY TO COMPANY FOR THE PARTICULAR EQUIPMENT / SERVICE GIVING RISE TO THE CLAIM. THIS LIABILITY CAP IS NOT INTENDED AND SPECIFICALLY EXCLUDES MATTERS THAT CANNOT BE CAPPED AS A MATTER OF LAW.

10. TAXES, FEES AND LICENSES.

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

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

11. CITY OF SPOKANE BUSINESS LICENSE.

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

12. 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 Company because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require

that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. DEBARMENT AND SUSPENSION.

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

14. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. To the extent required by applicable law or permitted by mutual agreement of the parties, the Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such unpriced record for the sole purpose of ensuring compliance with the provisions of this agreement. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

15. ASSIGNMENT AND SUBCONTRACTING.

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

16. STANDARD OF PERFORMANCE; WARRANTY.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional company performing the same or similar services at the time the services under this Contract are performed.

The Company guarantees and warrants that all work will be performed in a workmanlike manner and, labor and materials under this Agreement shall be provided free from defects in material and workmanship for a period set out in the terms and conditions of the Company's Quote which is hereby incorporated by reference. If any unsatisfactory condition or defect develops within that time, the Company will promptly place the work in a condition reasonably satisfactory to the City. If service (and/or parts provided in connection therewith) does not meet the above-stated warranties, the City shall promptly within the applicable above-stated warranty period notify Company in writing. Company shall at its option (i) re-perform the non-conforming portion of the service and (if applicable) repair or (at Company's option) replace the nonconforming part, or (ii) provide a refund or credit allocable to the nonconforming portion of the service/part. Company will determine at its sole discretion which of the above-mentioned options (re- performance, repair, replacement, refund, or credit) Company will take.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER.

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

No patents, copyrights, trademarks or other intellectual property is being sold, assigned or otherwise transferred to the City. No drawings, designs, specifications, or anything else provided by Company shall be deemed to be "work made for hire" as that term is used under the U.S. Copyright Act. All documentation and drawings, specifications and other technical information reasonably necessary for the correct installation, operation and maintenance of the goods/services purchased by City, together with all technical and quality documentation reasonably requested by City (collectively, the "Work Product"), shall be considered as part of the goods and the physical media on which the Work Product is presented shall be the property of the City upon payment; provided however, that the copyright, patent, trademark, trade secret and other intellectual property contained therein shall be and remain the property of the Company. Company hereby grants to City, a royalty free, perpetual, world-wide, non-exclusive, non-assignable, non-sublicensable license to use the said intellectual property solely for the purpose of installing, operating and maintaining the goods/services. Notwithstanding the foregoing sentence, City may utilize affiliates and third party contractors who are performing work on behalf of City in the exercise of the foregoing license grant for the purpose of installing, operating and maintaining the goods, and City will be entitled to assign the license granted by this section to a customer of City that obtains the goods from City.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials 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).

Company's contract with the City of Spokane may be considered a public record and subject to disclosure pursuant to the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event the City receives a request for such disclosure, and it determines in its legal judgment that no applicable exemption to disclosure applies; and Company has complied with the requirements to mark records considered confidential or proprietary, Company will provide Subcontractor with ten (10) business days notice of the impending release to allow Subcontractor to apply for a protective order.

18. 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.

19. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Contract may be modified by the City in writing

when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This 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 Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract:** This document along with any exhibits and all attachments, and any mutually agreed subsequently issued addenda, comprises the entire Contract between the City and the Company. 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. **Force Majeure:** Except with respect to City's payment obligations for work completed, if a party is not able to perform or is delayed due to any cause beyond its reasonable control (including but not limited to acts of God, strike, act or omission of any governmental authority, act of war or terrorism, act of the public enemy, embargo, , or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing), the time of performance shall be extended by the amount of time reasonably sufficient to make up for such delay.

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.

ATLAS COPCO COMPRESSORS, LLC.

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Contract: Exhibit A – Certification of Debarment
Exhibit B - Company's Response to RFQ 6212-25
25-027b

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

ATLAS COPCO COMPRESSORS, LLC	
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

EXHIBIT B

Bid Response Summary

Bid Number RFQ 6312-25 (Re-Bid)
Bid Title Compressors Maintenance and Repair Services "As-Needed"- Prevailing Wages
Due Date Friday, January 31, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company Atlas Copco
Submitted By thomas.judkins@atlascopco.com thomas.judkins@atlascopco.com - Tuesday, January 28, 2025 5:00:53 PM [(UTC-08:00) Pacific Time (US & Canada)]
 thomas.judkins@atlascopco.com
Comments

Question Responses

Group	Reference Number	Question	Response
OPTIONAL PRE-BID CONFERENCE			
		OPTIONAL PRE-BID CONFERENCE. An Optional Pre-Bid Conference will be held on Wednesday, January 22, 2025, at 10:00 am. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA, 99224	Acknowledged
CONTACT INFORMATION			
		List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address:	Atlas Copco, Thomas Judkins, 1807 Pike St NW Auburn WA, 98001 Suite103, 206-482-0011, thomas.judkins@atlascopco.com

2	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Thomas Judkins, 206-482-0011, thomas.judkins@atlascope.com
TERMS AND CONDITIONS		
	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not acknowledge and agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I do not acknowledge and agree
1.1	EXCEPTION: If you took exception above, upload here.	Fully Signed Agreement Please_sign_OPR_2023-0056_Sole_source_contra.pdf
2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify

TECHNICAL GROUP		
	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter "0".	0
2	LIQUIDATED DAMAGES. Acknowledge that you have read and understand the following Liquidated Damages Paragraph: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED (\$500.00) per working day until the work is satisfactorily completed.	I do not acknowledge and agree
2.1	Vendor Response Times. Acknowledge that you have read and understand the following Vendor Response Times Paragraph. The bidder must adhere to the City's response times.	I do not acknowledge and agree
2.2	Vendor's Representation The Vendor has reviewed and understands the document entitled "RFQ 6312-25 (Re-Bid) Compressors Maintenance and Repair Services "As-Needed"- Prevailing Wages.	I acknowledge and agree

2.2.1	EXCEPTIONS: If you took exceptions, explain here what you are taking exception to.	<p>While we understand the desire for these provisions, we are unable to commit to them at this time due to the specific challenges associated with maintaining and servicing this particular models of air compressors and dryers. Here's why: Parts Availability: The ZR 5 Atlas Copco & Anderson Dryer are 30+ years old and alot of part are obsolete. The ZR5 we can still provide standard consumable parts but the Anderson dryer is obsolete and we are unable to purchase any parts for this dryer. All Parts for the Anderson Dryer, Ingersoll Rand, and Cameron Turbo will hae to be sourced by the City of Spokane. Ingersoll Rand and Cameron Turbo are owned by Ingersoll Rand and Ingersoll Rand will not sell parts directly to Atlas Copco. This is another reason why the City will have to source all OEM parts. This makes it impossible to guarantee timely repairs as parts may need to be sourced from various locations, potentially leading to unforeseen delays. We have no control over the availability or shipping times of these parts along with the shipping company's.</p> <p>Technician Availability and Travel Time: Our Spokane technicians cover a vast territory, encompassing the entire East side of Washington and all of Idaho. Often, they are already engaged in jobs that are a considerable distance from your location. This makes it logistically impossible to guarantee a 4-hour on-site response time in every instance. However, please be assured that we are committed to providing you with the best possible service. Here's what we can commit to: Prompt Communication: We guarantee a 24-hour response by a technician or Service Manager for phone support and acknowledgment of your service request. Best Effort Response: We will always make every effort to dispatch a technician to your site as quickly as possible. Transparent Communication: We will keep you informed of any</p>
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		potential delays and provide regular updates on the progress of your service request. We value your business and appreciate your understanding. We believe that open communication and a collaborative approach will ensure we can effectively address your service needs.
3	<p>The winning Vendor(s) shall receive a unit priced contract and, upon complete and accepted performance by the Vendor, the City shall issue payment in the applicable amount set forth Pricing Section for the actual repairs performed. Vendors may bid on one or more compressors and air dryer, or in any combination the Vendor is capable of servicing. Multiple Awards may be in any combination that best serves the city.</p>	I acknowledge and agree
4	<p>Bidder must "select" each item type that is bidding on to perform Maintenance and Repair Services, regarding: Atlas Copco ZR5-62. S/N ARP610273; Cooper Turbo Air 3000. S/N F12858; Ingersol-Rand Centrac (Denox compressor) Model 6CH32M1-HS-HAD. S/N M90-5312 Air Dryer: Anderson Industrial Model MPL-1500SP. S/N 06208</p>	<p>Atlas Copco ZR5-62, Cooper Turbo Air 3000, Ingersol-Rand Centrac Denox compressor Model 6CH32M1-HS-HAD, Air Dryer: Anderson Industrial Model MPL-1500SP</p>

4.1	<p>Possible items that may be added to the contract in the future may include by is not limited to: -Atlas Model# ZR110STD 100- Serial Number APF260609, -Atlas ZR500VSD-10.4 Serial Number APD272175, -Atlas Copco BD1800+, 460-3-60,ZPN,N4, 165 (Air Dryer+ Filters+ Resin)</p>	I acknowledge and agree
5	<p>PERVAILING WAGE REQUIREMENTS: The work under this contract is classified a routine maintenance and subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, bid bond, and sales tax implications in making their bids.</p>	I acknowledge and agree
5.1	<p>Please download the 'Bid Proposal' Pages 12-16 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here.</p>	pg_12-16_1_24_25 Complete RFQ 6312-25 Bid Document.pdf
6	<p>Please download the 'Subcontractor List' Pages 19 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here:</p>	pg 19 subcontractor.pdf

6.1	Sub-Vendor(s) must be a Washington State registered at the time of Bid submittal.	Acknowledged
7	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
7.1	Bidders can Download 'Supplemental Bidder Responsibility Criteria Form With Work Experience Form', Pages 20-24 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here.	
7.2	If not uploaded, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign, and submit this form with attached documentation within twenty four (24) hours of notification	I acknowledge and agree
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		

#1	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor 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.</p>	I Certify
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
	<p>If you have additional information/documents to submit, upload them here.</p>	
2	<p>If you have additional information/documents to submit, upload them here.</p>	
3	<p>If you have additional information/documents to submit, upload them here.</p>	

4

If you have additional
information/documents to
submit, upload them here.

BID PROPOSAL

These Next Five Pages (Pages #12-16) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding question #5.1

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: RFQ 6312-25 (Re-Bid)

Compressors Maintenance and Repair Services "As-Needed"- Prevailing Wage

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations.

SALES TAX.

The City will apply applicable tax to Bidder's response when tabulating bids. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the services at the following price:

March 15, 2025 Through March 14, 2026

Prices shall be firm throughout the first year of the contract period, 3/15/2025 through 3/14/2026.

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.

RFQ 6312-25 Pricing Page

Quantities shown on "Pricing Form" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. The City shall issue payment in the applicable amount set forth on the Pricing Page for services performed and accepted	
Scheduled Service	For evaluation purposes an annual total of 60 hours would be used, comprised of (5) five 12-hour Scheduled Service Calls, one for each Compressor, which would be evaluated at bidder's "averaged-hourly classification-rate for 8-hours straight time plus 4-hours overtime".
Unscheduled Service Non-Emergency	Vendor must be onsite at WTEF within 24 hours of notification.
	For evaluation purposes, an annual total of 40 hours would be used, comprised of (5) five 8-hour Unscheduled Non-Emergency Service calls, which would be evaluated at Vendor's "averaged hourly classification-rate for straight time.

Unscheduled Service Emergency	Vendor must be onsite at WTEF within 4 hours of notification.			
	For evaluation purposes, an annual total of 60 hours would be used, comprised of (5) five 8-hour Unscheduled Emergency Service calls, which would be evaluated at Vendor's "averaged hourly classification-rate for Emergency Work Rate".			
Travel Cost "Standard Travel Cost Per Service"	For evaluation purposes, an annual total of eight (8) travel cost would be evaluated at "Standard Travel Cost Per Service".			
Travel Cost "Emergency Travel Cost Per Service"	For evaluation purposes, an annual total of four (4) travel cost would be evaluated at "Emergency Travel Cost Per Service".			
Bidder To Define What Constitutes "Straight Time Rate":	Normal working hours (8:00am - 5:00pm, Monday through Friday).			
Bidder To Define What Constitutes "Overtime Rate":	Extra costs apply if work is performed outside normal working hours (8:00am - 5:00pm, Monday through Friday).			
Bidder To Define What Constitutes "Emergency Hourly Rate":	Extra costs apply if work is performed outside normal working hours (8:00am - 5:00pm, Monday through Friday).			
Bidder To Define What Constitutes "Holiday Rate":	Worked Perform during any Atlas Copco recognized Holidays			
Bidder To Define What Constitutes "Standard Travel Cost Per Service"	Travel is considered Portal to Portal from 4128 S. Bowdish Rd, Spokane Valley, 99206			
Bidder To Define What Constitutes "Emergency Travel Cost Per Service"	Travel cost from current technician location when dispatched. Laborers			
Classifications	Hourly Rates			
	Straight Hourly Time	Overtime Hourly Rate	Emergency Hourly Rate	Holiday Hourly Rate
Laborers/ Industrial Technician ZR 5 Compressor	\$ 240.00	\$ 360.00	\$ 360.00	\$ 400.00
Cooper Turbo Air 3000, S/N F12858 Ingersoll-Rand Centrac Model 6CH32M1-HS-HAD, SIN M90-531 Anderson Industrial Model MPL-1500SP, S/N 06208	\$ 300.00	\$ 450.00	\$ 450.00	\$ 600.00
	\$	\$	\$	\$

	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Travel Cost				
All Inclusive Travel Cost Per Service Call	All-Inclusive "Standard Travel Cost Per Service"		All-Inclusive "Emergency Travel Cost Per Service"	
	\$ 470.00		\$ Depends on location of dispatched technician	
Percentage Markup For Parts and Materials				
Percentage Markup For Parts and Materials Percentage Markup will remain unchanged throughout the life of the contract				
Percentage Markup for Parts/Materials. Parts and Materials will be paid at Vendor's cost plus percentage markuP.. Enter Percentage Markup above Vendor's cost here: <i>I do not have access to mark-up parts and only see one price for parts.</i>				0 %
Other Costs				
No other costs will be allowed if not listed below.				
List any other cost that could be incurred that is not listed above to be incurred per an individual service call.				
Description		Cost		
Mileage is charged @ \$2.00/mile Portal to Portal		\$ 40 Miles x 2.00 = \$80		
Gas Surcharge \$30.00		\$ 30.00		
Min Labor charge 4 hrs.		\$ 960.00		
Administration & process fees per invoice		\$ 150.00		

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

VENDOR RESPONSE TIMES.

Vendor must adhere to response times after notification being onsite at WTEF with 24 hours for Unscheduled Non-Emergency Service calls, and 4 hours for Unscheduled Emergency Service calls.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of \$500.00 per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

U.B.I. Number 601 504 631

Washington Employment Security Department Number 000-477774-00-3

Washington Excise Tax Registration Number 601-054-631

City of Spokane Business License Number ATLASCC924K3

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

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.

Name of Bidder: Thomas Judkins

Signature of Bidder's Authorized Representative

Service Sales Manager

Title

1807 Pike St NW Auburn WA, 98001 Suite103

Address

206-482-011

Phone

IF INDIVIDUAL

1/24/25

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

This Page (Page #19) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #6.

SUBCONTRACTOR LIST

RFQ 6312-25,
Compressors Maintenance and Repair Services "As-Needed"- Prevailing Wage

0 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

CONTRACTOR n/a
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S U.B.I. Number

CONTRACTOR n/a
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S U.B.I. Number.

CONTRACTOR n/a
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S U.B.I. Number.

CONTRACTOR n/a
TYPE OF WORK/BID ITEM
AMOUNT
CONTRACTOR'S U.B.I. Number.

Bid Response Summary

Bid Number RFQ 6312-25 (Re-Bid)
Bid Title Compressors Maintenance and Repair Services “As-Needed”– Prevailing Wages
Due Date Friday, January 31, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company Atlas Copco
Submitted By thomas.judkins@atlascopco.com thomas.judkins@atlascopco.com - Tuesday, January 28, 2025 5:00:53 PM [(UTC-08:00) Pacific Time (US & Canada)]
 thomas.judkins@atlascopco.com

Comments**Question Responses**

Group	Reference Number	Question	Response
OPTIONAL PRE-BID CONFERENCE			
	1	OPTIONAL PRE-BID CONFERENCE. An Optional Pre-Bid Conference will be held on Wednesday, January 22, 2025, at 10:00 am. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA, 99224	Acknowledged
CONTACT INFORMATION			
	1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address:	Atlas Copco, Thomas Judkins, 1807 Pike St NW Auburn WA, 98001 Suite103, 206-482-0011, thomas.judkins@atlascopco.com

2	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Thomas Judkins, 206-482-0011, thomas.judkins@atlascope.com
TERMS AND CONDITIONS		
1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not acknowledge and agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I do not acknowledge and agree
1.1	EXCEPTION: If you took exception above, upload here.	Fully Signed Agreement Please_sign_OPR_2023-0056_Sole_source_contra.pdf
2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify

TECHNICAL GROUP		
1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter "0".	0
2	LIQUIDATED DAMAGES. Acknowledge that you have read and understand the following Liquidated Damages Paragraph: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED (\$500.00) per working day until the work is satisfactorily completed.	I do not acknowledge and agree
2.1	Vendor Response Times. Acknowledge that you have read and understand the following Vendor Response Times Paragraph. The bidder must adhere to the City's response times.	I do not acknowledge and agree
2.2	Vendor's Representation The Vendor has reviewed and understands the document entitled "RFQ 6312-25 (Re-Bid) Compressors Maintenance and Repair Services "As-Needed"-- Prevailing Wages.	I acknowledge and agree

2.2.1	EXCEPTIONS: If you took exceptions, explain here what you are taking exception to.	<p>While we understand the desire for these provisions, we are unable to commit to them at this time due to the specific challenges associated with maintaining and servicing this particular models of air compressors and dryers. Here's why: Parts Availability: The ZR 5 Atlas Copco & Anderson Dryer are 30+ years old and alot of part are obsolete. The ZR5 we can still provide standard consumable parts but the Anderson dryer is obsolete and we are unable to purchase any parts for this dryer. All Parts for the Anderson Dryer, Ingersoll Rand, and Cameron Turbo will hae to be sourced by the City of Spokane. Ingersoll Rand and Cameron Turbo are owned by Ingersoll Rand and Ingersoll Rand will not sell parts directly to Atlas Copco. This is another reason why the City will have to source all OEM parts. This makes it impossible to guarantee timely repairs as parts may need to be sourced from various locations, potentially leading to unforeseen delays. We have no control over the availability or shipping times of these parts along with the shipping company's.</p> <p>Technician Availability and Travel Time: Our Spokane technicians cover a vast territory, encompassing the entire East side of Washington and all of Idaho. Often, they are already engaged in jobs that are a considerable distance from your location. This makes it logistically impossible to guarantee a 4-hour on-site response time in every instance. However, please be assured that we are committed to providing you with the best possible service. Here's what we can commit to: Prompt Communication: We guarantee a 24-hour response by a technician or Service Manager for phone support and acknowledgment of your service request. Best Effort Response: We will always make every effort to dispatch a technician to your site as quickly as possible. Transparent Communication: We will keep you informed of any</p>
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		potential delays and provide regular updates on the progress of your service request. We value your business and appreciate your understanding. We believe that open communication and a collaborative approach will ensure we can effectively address your service needs.
3	<p>The winning Vendor(s) shall receive a unit priced contract and, upon complete and accepted performance by the Vendor, the City shall issue payment in the applicable amount set forth Pricing Section for the actual repairs performed. Vendors may bid on one or more compressors and air dryer, or in any combination the Vendor is capable of servicing. Multiple Awards may be in any combination that best serves the city.</p>	I acknowledge and agree
4	<p>Bidder must "select" each item type that is bidding on to perform Maintenance and Repair Services, regarding: Atlas Copco ZR5-62. S/N ARP610273; Cooper Turbo Air 3000. S/N F12858 ; Ingersol-Rand Centrac (Denox compressor) Model 6CH32M1-HS-HAD. S/N M90-5312 Air Dryer: Anderson Industrial Model MPL-1500SP. S/N 06208</p>	<p>Atlas Copco ZR5-62, Cooper Turbo Air 3000, Ingersol-Rand Centrac Denox compressor Model 6CH32M1-HS-HAD, Air Dryer: Anderson Industrial Model MPL-1500SP</p>

4.1	<p>Possible items that may be added to the contract in the future may include by is not limited to: -Atlas Model# ZR110STD 100- Serial Number APF260609, -Atlas ZR500VSD-10.4 Serial Number APD272175, -Atlas Copco BD1800+, 460-3-60,ZPN,N4,165 (Air Dryer + Filters + Resin)</p>	I acknowledge and agree
5	<p>PERVAILING WAGE REQUIREMENTS: The work under this contract is classified a routine maintenance and subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, bid bond, and sales tax implications in making their bids.</p>	I acknowledge and agree
5.1	<p>Please download the 'Bid Proposal' Pages 12-16 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here.</p>	pg_12-16_1_24_25 Complete RFQ 6312-25 Bid Document.pdf
6	<p>Please download the 'Subcontractor List' Pages 19 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here:</p>	pg 19 subcontractor.pdf

6.1	Sub-Vendor(s) must be a Washington State registered at the time of Bid submittal.	Acknowledged
7	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
7.1	Bidders can Download 'Supplemental Bidder Responsibility Criteria Form With Work Experience Form', Pages 20-24 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here.	
7.2	If not uploaded, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign, and submit this form with attached documentation within twenty four (24) hours of notification	I acknowledge and agree
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		

#1	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor 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.</p> <p>I Certify</p>
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>	
1	<p>If you have additional information/documents to submit, upload them here.</p>
2	<p>If you have additional information/documents to submit, upload them here.</p>
3	<p>If you have additional information/documents to submit, upload them here.</p>

4	If you have additional information/documents to submit, upload them here.
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BID PROPOSAL

These Next Five Pages (Pages #12-16) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding question #5.1

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: RFQ 6312-25 (Re-Bid)

Compressors Maintenance and Repair Services "As-Needed"—Prevailing Wage

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations.

SALES TAX.

The City will apply applicable tax to Bidder's response when tabulating bids. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the services at the following price:

March 15, 2025 Through March 14, 2026

Prices shall be firm throughout the first year of the contract period, 3/15/2025 through 3/14/2026.

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.

<u>RFQ 6312-25 Pricing Page</u>	
Quantities shown on "Pricing Form" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. The City shall issue payment in the applicable amount set forth on the Pricing Page for services performed and accepted	
Scheduled Service	For evaluation purposes an annual total of 60 hours would be used, comprised of (5) five 12-hour Scheduled Service Calls, one for each Compressor, which would be evaluated at bidder's "averaged-hourly classification-rate for 8-hours straight time plus 4-hours overtime".
Unscheduled Service Non-Emergency	Vendor must be onsite at WTEF within 24 hours of notification.
	For evaluation purposes, an annual total of 40 hours would be used, comprised of (5) five 8-hour Unscheduled Non-Emergency Service calls, which would be evaluated at Vendor's "averaged hourly classification-rate for straight time.

Unscheduled Service Emergency	Vendor must be onsite at WTEF within 4 hours of notification.			
	For evaluation purposes, an annual total of 60 hours would be used, comprised of (5) five 8-hour Unscheduled Emergency Service calls, which would be evaluated at Vendor's "averaged hourly classification-rate for Emergency Work Rate".			
Travel Cost "Standard Travel Cost Per Service"	For evaluation purposes, an annual total of eight (8) travel cost would be evaluated at "Standard Travel Cost Per Service".			
Travel Cost "Emergency Travel Cost Per Service"	For evaluation purposes, an annual total of four (4) travel cost would be evaluated at "Emergency Travel Cost Per Service".			
Bidder To Define What Constitutes "Straight Time Rate":	Normal working hours (8:00am - 5:00pm, Monday through Friday).			
Bidder To Define What Constitutes "Overtime Rate":	Extra costs apply if work is performed outside normal working hours (8:00am - 5:00pm, Monday through Friday).			
Bidder To Define What Constitutes "Emergency Hourly Rate":	Extra costs apply if work is performed outside normal working hours (8:00am - 5:00pm, Monday through Friday).			
Bidder To Define What Constitutes "Holiday Rate":	Worked Perform during any Atlas Copco recognized Holidays			
Bidder To Define What Constitutes "Standard Travel Cost Per Service"	Travel is considered Portal to Portal from 4128 S. Bowdish Rd, Spokane Valley, 99206			
Bidder To Define What Constitutes "Emergency Travel Cost Per Service"	Travel cost from current technician location when dispatched. Laborers			
Classifications	Hourly Rates			
	Straight Hourly Time	Overtime Hourly Rate	Emergency Hourly Rate	Holiday Hourly Rate
Laborers / Industrial Technician ZR 5 Compressor	\$ 240.00	\$ 360.00	\$ 360.00	\$ 400.00
Cooper Turbo Air 3000, S/N F12858 Ingersoll-Rand Centrac Model 6CH32M1-HS-HAD, S/N M90-5312 Anderson Industrial Model MPL-1500SP, S/N 06208	\$ 300.00	\$ 450.00	\$ 450.00	\$ 600.00
	\$	\$	\$	\$

	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Travel Cost				
All Inclusive Travel Cost Per Service Call	All-Inclusive "Standard Travel Cost Per Service"		All-Inclusive "Emergency Travel Cost Per Service"	
	\$ 470.00		\$ Depends on location of dispatched technician	
Percentage Markup For Parts and Materials				
Percentage Markup For Parts and Materials Percentage Markup will remain unchanged throughout the life of the contract.				
Percentage Markup for Parts/Materials. Parts and Materials will be paid at Vendor's cost plus percentage markup. Enter Percentage Markup above Vendor's cost here: I do not have access to mark-up parts and only see one price for parts.			0 %	
Other Costs				
No other costs will be allowed if not listed below.				
List any other cost that could be incurred that is not listed above to be incurred per an individual service call.				
Description		Cost		
Mileage is charged @ \$2.00/mile Portal to Portal		\$ 40 Miles x 2.00 = \$80		
Gas Surcharge \$30.00		\$ 30.00		
Min Labor charge 4 hrs.		\$ 960.00		
Administration & process fees per invoice		\$ 150.00		

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

VENDOR RESPONSE TIMES.

Vendor must adhere to response times after notification being onsite at WTEF with 24 hours for Unscheduled Non-Emergency Service calls, and 4 hours for Unscheduled Emergency Service calls.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of \$500.00 per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

U.B.I. Number 601 504 631

Washington Employment Security Department Number 000-477774-00-3

Washington Excise Tax Registration Number 601-054-631

City of Spokane Business License Number ATLASCC924K3

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

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.

Name of Bidder: Thomas Judkins

Signature of Bidder's Authorized Representative

Service Sales Manager

Title

1807 Pike St NW Auburn WA, 98001 Suite103

Address

206-482-011

Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On 1/24/25
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

This Page (Page #19) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #6.

SUBCONTRACTOR LIST

RFQ 6312-25,
Compressors Maintenance and Repair Services "As-Needed" – Prevailing Wage

0 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

CONTRACTOR n/a

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S U.B.I. Number _____

CONTRACTOR n/a

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S U.B.I. Number. _____

CONTRACTOR n/a

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S U.B.I. Number. _____

CONTRACTOR n/a

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S U.B.I. Number. _____



License Information:

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

Entity name: ATLAS COPCO RENTAL LLC

Business name: ATLAS COPCO RENTAL LLC

Entity type: [Limited Liability Company](#)

UBI #: 602-634-720

Business ID: 001

Location ID: 0003

Location: Active

Location address: 18930 66TH AVE NE
ARLINGTON WA 98223-8702

Mailing address: 120 S CENTRAL AVE
STE 350
CLAYTON MO 63105-1705

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Arlington General Business	1022			Active	May-31-2025	May-01-2014
Spokane General Business - Non-Resident				Active	May-31-2025	Oct-23-2014

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

Governing people	Title
ATLAS COPCO NORTH AMERICA INC	

Registered Trade Names

Registered trade names	Status	First issued
ATLAS COPCO RENTAL LLC	Active	Jun-20-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 11/6/2024 11:29:08 AM

[Contact us](#)

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Don't see what you expected?
[Check if your browser is supported](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2024

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

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 Attn: AtlasCopco.CertRequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN102545447-ALL-GAWP-24-25 N/A NO ComLL	INSURER(S) AFFORDING COVERAGE	
INSURED Atlas Copco Compressors LLC 300 Technology Center Way, Suite 550 Rock Hill, SC 29730	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : Liberty Mutual Fire Insurance Company	23035
	INSURER C : N/A	N/A
	INSURER D : N/A	N/A
	INSURER E : N/A	N/A
	INSURER F : LM Insurance Corporation	33600

COVERAGES **CERTIFICATE NUMBER:** NYC-011535576-06 **REVISION NUMBER:** 19

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO4967599-00	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-631-004250-424	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WA5-63D-004250-404 (AOS) WC5-631-004250-394 (WI)	06/01/2024 06/01/2024	06/01/2025 06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane Solid Waste, its officers, and employees and the Architect are included as additional insured (except workers' compensation) where required by written contract as respects agreement with the Name Insured. Contractual Liability is included in General Liability subject to policy terms and conditions.

CERTIFICATE HOLDER City of Spokane Solid Waste 2900 S. Geiger Blvd. Spokane, WA 99224	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 <i>Marsh USA LLC</i>
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Agenda Sheet for City Council:

Committee: PIES **Date:** 03/17/2025

Committee Agenda type: Consent

Date Rec'd

3/12/2025

Clerk's File #

OPR 2023-0385

Cross Ref #

Project #

Council Meeting Date: 04/14/2025

Submitting Dept

SOLID WASTE DISPOSAL

Bid #

Contact Name/Phone

CHRIS AVERYT 625-6540

Requisition #

CR 27370

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? YES

Grant Related? NO

Public Works? NO

Agenda Item Name

4490 SEMI TRUCK LEASE EXTENSION

Agenda Wording

Lease extension with Kenworth Sales (Spokane, WA) for a semi truck utilized at the Waste to Energy Facility from 10/1/2024-2/19/2025 and an additional cost of \$15,777.48.

Summary (Background)

The Waste to Energy Facility's semi truck was in an accident in 2020 and rendered inoperable. Due to market conditions and new vehicle availability at that time, a long-term lease was the most cost-effective option to replace the vehicle. Since then, a new semi-truck has been purchased. Due to unanticipated delays on delivery of the new vehicle, the lease needs extended and additional funds added. An additional amount of \$15,777.48 is needed, putting the total annual cost at \$87,704.52.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 87,704.52	
Current Year Cost		\$ 15,777.48	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
This is an operating rental expense that was planned for in the Solid Waste Disposal budget and will not be needed going forward as a new vehicle has been purchased.			
Amount		Budget Account	
Expense	\$ 15,777.48	# 4490-44100-37148-54501	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
N/A			
Approvals		Additional Approvals	
<u>Dept Head</u>	AVERYT, CHRIS	<u>ACCOUNTING -</u>	BAIRD, CHRISTI
<u>Division Director</u>	FEIST, MARLENE	<u>PURCHASING</u>	PRINCE, THEA
<u>Accounting Manager</u>	BAIRD, CHRISTI		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Logan Pettey, lpettey@kwsco.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
bgelting@spokanecity.org			

RENTAL AGREEMENT
CUSTOMER NUMBER 573-100691
Customer Details

City of Spokane
 915 N Nelson St

 Spokane, Washington 99202
 (509) 655-0959

 US DOT
 MC/CVOR #
 PO #

Rental Unit Details

Vehicle # 150-769 License Plate # AM615
 VIN 1XKZD49XXMJ440086
 Type TADC
 Weight Limit (GVW/GCW) 80,000
 Fuel Out 8/8 Fuel In
 DEF Out 8/8 DEF In
 Odometer Out 50,700 Odometer In
 Hours Out Hours In

Driver Details

Name Terry Somers
 DOB **/**/****
 License # [REDACTED] DL # Redacted
 State WA
 Exp.Date 8/5/2025
 Class

Agreement Details

Rental Type Rental
 Lease Unit #
 Date Due Back 2/28/2025 Time Due Back 12:00 PM PT
 Date Out 2/14/2025 Time Out 8:00 AM PT
 Date In Time In
 Days Used

Terms

VEHICLE IS TO BE USED FOR CUSTOMER'S BUSINESS ONLY. FAILURE TO RETURN THE RENTED VEHICLE AFTER WRITTEN NOTICE TO RETURN SUCH VEHICLE COULD CONSTITUTE A FELONY UNDER APPLICABLE LAW. I HAVE READ THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND AGREE THERETO. THIS LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS RENTED COMMERCIAL MOTOR VEHICLE (CMV). OPERATION OF THIS VEHICLE IN CONTRAVENTION OF APPLICABLE LAWS OR TERMS AND CONDITIONS OF THIS AGREEMENT MAY LIMIT OR VOID CUSTOMER'S INSURANCE. CUSTOMER IS RESPONSIBLE FOR THE CONDITION OF THE VEHICLE AND ALL OVERHEAD DAMAGE REGARDLESS OF ANY INSURANCE ARRANGEMENT. IN CASE OF ACCIDENT, RENTAL CHARGES WILL CONTINUE DURING THE DOWNTIME OF VEHICLE. CUSTOMER MUST COMPLETE AND RETURN LESSOR SUPPLIED TRIP REPORT FOR STATE TAX REPORTING. CUSTOMER WILL PAY ALL UNREPORTED MILES TRAVELLED AT \$ 0.25 PER MILE

Comments
Transaction Details

	Rate	Quantity	Amount
Daily Rate @	\$280.00		
Weekly Rate @	\$1,400.00	2	\$2,800.00
Monthly Rate @	\$5,741.67		
Mileage Rate @	\$0.20	200	\$40.00
Hourly Rate @			
SUB TOTAL*			\$2,840.00
Sales Tax	\$0.00		
Fuel Rate/Gallon			
DEF Rate/Gallon			
Liability @	CP		
Physical Damage @	CP		

*May be subject to additional fees

Insurance Details

Customer to furnish liability insurance as specified in paragraph 5(b)
 Customer to furnish physical damage insurance as specified in paragraph 5(d)

Select One: ☐ Hazardous Material ☒ Non Hazardous Material

CUSTOMER SIGNATURE: _____ DATE: _____
 RENTED BY: _____ CHECKED IN BY: _____

Hours of Operation

Mon-Fri :
 Saturday:
 Sunday:

**PACCENTRAL 24 HOUR
 EMERGENCY SERVICE**
 1-800-759-2979



**KWS
LEASING**

6420 E Broadway Ave
Spokane Valley, WA 99212

PH: (509) 536-7221
www.KenworthSalesCo.com

*** REPRINT ***

Invoice: 016R1013084
Date / Hour: 2/14/2025 8:51 AM
Rental Contract: 1013
Customer: 20135
Branch: SPOKANE
Total Invoice: \$1,545.43
Page 1 of 1

Bill To: SPOKANE CENTRAL SERVICE CENTER
915 N Nelson St
Spokane, WA 99202-3769

Contract Address: SPOKANE CENTRAL SERVICE CENTER
915 N Nelson St
Spokane, WA 99202-3769

Contract PO: .

Fixed Charges Billing Period: 02/08/2025 - 02/14/2025
Variable Charges Billing Period: 02/08/2025 - 02/14/2025

Unit: 150-769 **VIN/Serial:** 1XKZD49XXMJ440086
Unit PO: .

Previously Billed Meter: 58,364 **Meter at Billing:** 58,388

Make: Kenworth **Model:** T880 **Year:** 2021

Fixed Charge	QTY	Description:	Meter Type:	Rate:	Total:
	1	Rental Fixed Charge 02/08/2025-02/14/2025		\$1,400.00	\$1,400.00
	1	Environmental fee 02/08/2025-02/14/2025		\$10.00	\$10.00
Variable Charge	QTY	Description:	Meter Type:	Rate:	Total:
	24	Mileage 02/08/2025-02/14/2025	Miles	\$0.2000	\$4.80
Miscellaneous Charge	QTY	Description:	Meter Type:	Rate:	Total:
	1400	Rental WA Motor Vehicle Tax		\$0.0030	\$4.20

Unit Total Fixed: \$1,410.00
Unit Total Variable: \$4.80
Unit Total Misc: \$4.20
Unit Total: \$1,419.00

Detail Tax Info:

Spokane WA City Tax \$35.12
Washington WA State Tax \$91.31
Total Tax: \$126.43

Total Fixed: \$1,410.00
Total Variable: \$4.80
Total Misc: \$4.20
Total Fuel: \$0.00
Invoice Subtotal: \$1,419.00
Total Tax: \$126.43
Total Invoice: \$1,545.43

Payment Method **Terms** **Due Date**
AR - Leasing NET 10TH PROX 03/10/2025

Remit To:
Kenworth Sales Company, Inc - Spokane
Dept. #001
PO Box 27088
Salt Lake City, UT 84127-0088

< Business Lookup

License Information:

New search Back to results

Entity name:

KENWORTH SALES COMPANY

Business name:

KENWORTH SALES-SPOKANE

Entity type:

Profit Corporation

UBI #:

603-238-845

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

6420 E BROADWAY AVE
SPOKANE VALLEY WA 99212-1037

Mailing address:

2125 S CONSTITUTION BLVD
WEST VALLEY CITY UT 84119-1219

Excise tax and reseller permit status:

Click here

Secretary of State information:

Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Motor Vehicle Dealer	01180		View Plates	Active	Sep-30-2025	Apr-03-2013
Spokane General Business - Non-Resident				Active	Sep-30-2025	Mar-31-2021
Spokane Valley General Business				Active	Sep-30-2025	Nov-02-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KENWORTH SALES COMPANY	

Registered Trade Names

Filter

Registered trade names	Status	First issued
KENWORTH SALES COMPANY - TRP OF WENATCHEE	Active	Mar-27-2020
KENWORTH SALES COMPANY - WENATCHEE	Active	Mar-27-2020
KENWORTH SALES COMPANY PACLEASE	Active	Jan-09-2013
KENWORTH SALES-PASCO	Active	Jan-09-2013
KENWORTH SALES-SPOKANE	Active	Jan-09-2013
KWS LEASING	Active	Feb-27-2019
TRANSPORT FINANCE	Active	Jan-09-2013
TRANSPORT LEASING	Active	Jan-09-2013
TRANSPORT LEASING AND RENTAL	Active	Jan-09-2013
TRANSPORT RENTAL	Active	Jan-09-2013
TRP OF WENATCHEE	Active	Mar-27-2020



Registered trade names	Status	First issued
TRP WENATCHEE	Active	Mar-27-2020

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/11/2025 11:50:45 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/24/2025

Committee Agenda type: Consent

Date Rec'd

2/11/2025

Clerk's File #

OPR 2025-0145

Cross Ref #

Project #

2024042

Council Meeting Date: 04/14/2025

Submitting Dept

ENGINEERING SERVICES

Bid #

Contact Name/Phone

DAN BULLER 6391

Requisition #

CR 27433

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? YES

Agenda Item Name

0370 – LOW BID AWARD 2025 STREET MAINTENANCE CURB RAMPS 2024042

Agenda Wording

Low Bid of Inland Infrastructure, LLC, Spokane, WA for 2025 Street Maintenance Curb Ramps - \$586,400.00 plus tax. An administrative reserve of \$58,640.00 plus tax, which is 10% of the contract, will be set aside. (Various Neighborhoods)

Summary (Background)

This project constructs the curb ramps for the street department grind & overlay projects which are planned throughout the City. The street department does not have concrete crews capable of the type/scale of work.

On March 31, 2025, bids were opened for the above project. The low bid from Inland Infrastructure, LLC, in the amount of \$586,400.00, which is \$ 93,130.00 or 13.71% below the Engineer's Estimate of \$679,530.00. Four other bids were received as follows: Cameron-Reilly, LLC - \$592,615.50, Wm Winkler Company - \$603,798.50, Liberty Concrete - \$701,773.00, Eastern Oregon Contracting LLC - \$779,047.64.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 586,400.00	
Current Year Cost		\$ 586,400.00	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
This project is locally funded.			
Amount		Budget Account	
Expense	\$ 586,400.00	# 3200-49828-42300-54201-86159	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes, water and sewer rates.			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	BULLER, DAN		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Marshall Sampson – msampson@inland-co.com		jrhall@spokanecity.org	
publicworksaccounting@spokanecity.org		pyoung@spokanecity.org	
tax&licenses@spokanecity.org		jradams@spokanecity.org	
eraea@spokanecity.org			
dbuller@spokanecity.org			



City of Spokane

PUBLIC WORKS CONTRACT

Title: **2025 MAINTENANCE ADA RAMPS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INLAND INFRASTRUCTURE, LLC**, whose address is P.O. Box 3072, Spokane, Washington 99220 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **2025 MAINTENANCE ADA RAMPS.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2025, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2024042 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$586,400.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

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

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

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

18. 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.

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

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

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

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

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

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

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

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

26. 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.

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

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

29. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not

foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

30. CLEAN AIR ACT.

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

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

INLAND INFRASTRUCTURE, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

25-065

PAYMENT BOND

We, **INLAND INFRASTRUCTURE, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIVE HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$586,400.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **2025 MAINTENANCE ADA RAMPS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

INLAND INFRASTRUCTURE, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **INLAND INFRASTRUCTURE, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIVE HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$586,400.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **2025 MAINTENANCE ADA RAMPS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

INLAND INFRASTRUCTURE, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 2,500.00	\$ 2,500.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 2,550.00	\$ 2,550.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 1,500.00	\$ 1,500.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 5,500.00	\$ 5,500.00
6	MOBILIZATION	1.00 LS	\$ 58,000.00	\$ 58,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 45,000.00	\$ 45,000.00
8	WORK ZONE SAFETY CONTINGENCY	2,500.00 FA	\$ 1.00	\$ 2,500.00
9	SEQUENTIAL ARROW SIGNS	40.00 HR	\$ 22.00	\$ 880.00
10	CLEARING AND GRUBBING	1.00 LS	\$ 11,285.00	\$ 11,285.00
11	TREE ROOT TREATMENT	5.00 EA	\$ 575.00	\$ 2,875.00
12	TREE PROTECTION ZONE	10.00 EA	\$ 220.00	\$ 2,200.00
13	REMOVE TREE, CLASS I	2.00 EA	\$ 730.00	\$ 1,460.00

14	REMOVE TREE, CLASS II	1.00 EA	\$	1,850.00	\$	1,850.00
15	REMOVE TREE, CLASS III	1.00 EA	\$	2,050.00	\$	2,050.00
16	TREE PRUNING	10.00 EA	\$	235.00	\$	2,350.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	10,000.00	\$	10,000.00
18	REMOVE EXISTING CURB	1,500.00 LF	\$	8.00	\$	12,000.00
19	REMOVE EXISTING CURB AND GUTTER	166.00 LF	\$	10.00	\$	1,660.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1,156.00 SY	\$	21.00	\$	24,276.00
21	SAWCUTTING CURB	136.00 EA	\$	30.00	\$	4,080.00
22	SAWCUTTING RIGID PAVEMENT	2,248.00 LFI	\$	1.00	\$	2,248.00
23	SAWCUTTING FLEXIBLE PAVEMENT	2,220.00 LFI	\$	1.00	\$	2,220.00
24	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	3,330.00 LFI	\$	1.50	\$	4,995.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	60.00	\$	600.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	50.00	\$	500.00
27	CONTROLLED DENSITY FILL	10.00 CY	\$	200.00	\$	2,000.00
28	CSTC FOR SIDEWALK, 2 INCH THICK	1,156.00 SY	\$	12.00	\$	13,872.00
29	COMMERCIAL HMA	10.00 TON	\$	380.00	\$	3,800.00

30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	10.00 SY	\$	350.00	\$	3,500.00
31	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	560.00 SY	\$	70.00	\$	39,200.00
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	560.00 SY	\$	38.00	\$	21,280.00
33	COMMERCIAL CONCRETE	10.00 CY	\$	240.00	\$	2,400.00
34	CEMENT CONCRETE CURB WALL	10.00 LF	\$	100.00	\$	1,000.00
35	ESC LEAD	1.00 LS	\$	4,500.00	\$	4,500.00
36	INLET PROTECTION	28.00 EA	\$	100.00	\$	2,800.00
37	TOPSOIL TYPE A, 2 INCH THICK	332.00 SY	\$	22.50	\$	7,470.00
38	SEEDING AND FERTILIZING BY HAND	185.00 SY	\$	20.00	\$	3,700.00
39	SOD INSTALLATION	180.00 SY	\$	21.00	\$	3,780.00
40	REMOVE AND REPLACE EXISTING SPRIN- KLER HEADS AND LINES	1.00 LS	\$	4,000.00	\$	4,000.00
41	CEMENT CONCRETE CURB	590.00 LF	\$	38.00	\$	22,420.00
42	CEMENT CONCRETE CURB AND GUTTER	1,210.00 LF	\$	49.00	\$	59,290.00
43	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	6,500.00	\$	6,500.00
44	REFERENCE AND REESTABLISH SURVEY MONUMENT	7.00 EA	\$	600.00	\$	4,200.00

45	CEMENT CONCRETE SIDEWALK	1,272.00 SY	\$	101.00	\$	128,472.00
46	RAMP DETECTABLE WARNING	504.00 SF	\$	34.00	\$	17,136.00
47	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	30,000.00	\$	30,000.00
Schedule A-1 Subtotal					\$	586,400.00
Summary of Bid Items				Bid Total	\$	586,400.00

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

Project Number **2024042**

Project Description 2025 Street Maintenance Curb Ramps

Original Date

3/31/2025 2:01:00 PM

Project Number: 2024042			Engineer's Estimate		INLAND INFRASTRUCTURE LLC (Submitted)		CAMERON-REILLY LLC (Submitted)		WM WINKLER COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	7,500.00	7,500.00	2,500.00	\$2,500.00	4,500.00	\$4,500.00	3,300.00	\$3,300.00
2	APPRENTICE UTILIZATION	1 LS	1,500.00	1,500.00	2,550.00	\$2,550.00	500.00	\$500.00	19,500.00	\$19,500.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	1,500.00	1,500.00	1,500.00	\$1,500.00	500.00	\$500.00	500.00	\$500.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	9,000.00	9,000.00	5,500.00	\$5,500.00	5,500.00	\$5,500.00	6,650.00	\$6,650.00
6	MOBILIZATION	1 LS	62,000.00	62,000.00	58,000.00	\$58,000.00	59,000.00	\$59,000.00	61,550.00	\$61,550.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	90,000.00	90,000.00	45,000.00	\$45,000.00	28,000.00	\$28,000.00	48,000.00	\$48,000.00
8	WORK ZONE SAFETY CONTINGENCY	2500 FA	1.00	2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00
9	SEQUENTIAL ARROW SIGNS	40 HR	8.00	320.00	22.00	\$880.00	20.00	\$800.00	21.50	\$860.00
10	CLEARING AND GRUBBING	1 LS	15,000.00	15,000.00	11,285.00	\$11,285.00	7,000.00	\$7,000.00	9,500.00	\$9,500.00
11	TREE ROOT TREATMENT	5 EA	800.00	4,000.00	575.00	\$2,875.00	650.00	\$3,250.00	550.00	\$2,750.00
12	TREE PROTECTION ZONE	10 EA	300.00	3,000.00	220.00	\$2,200.00	190.00	\$1,900.00	210.00	\$2,100.00
13	REMOVE TREE, CLASS I	2 EA	850.00	1,700.00	730.00	\$1,460.00	450.00	\$900.00	702.00	\$1,404.00
14	REMOVE TREE, CLASS II	1 EA	2,000.00	2,000.00	1,850.00	\$1,850.00	2,250.00	\$2,250.00	1,783.00	\$1,783.00
15	REMOVE TREE, CLASS III	1 EA	4,000.00	4,000.00	2,050.00	\$2,050.00	2,250.00	\$2,250.00	1,945.00	\$1,945.00
16	TREE PRUNING	10 EA	300.00	3,000.00	235.00	\$2,350.00	275.00	\$2,750.00	227.00	\$2,270.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	10,000.00	\$10,000.00	7,000.00	\$7,000.00	4,000.00	\$4,000.00
18	REMOVE EXISTING CURB	1500 LF	12.00	18,000.00	8.00	\$12,000.00	10.00	\$15,000.00	9.50	\$14,250.00
19	REMOVE EXISTING CURB AND GUTTER	166 LF	16.00	2,656.00	10.00	\$1,660.00	12.00	\$1,992.00	12.25	\$2,033.50
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1156 SY	26.00	30,056.00	21.00	\$24,276.00	42.00	\$48,552.00	16.00	\$18,496.00
21	SAWCUTTING CURB	136 EA	55.00	7,480.00	30.00	\$4,080.00	35.00	\$4,760.00	54.00	\$7,344.00
22	SAWCUTTING RIGID PAVEMENT	2248 LFI	2.00	4,496.00	1.00	\$2,248.00	1.00	\$2,248.00	1.25	\$2,810.00
23	SAWCUTTING FLEXIBLE PAVEMENT	2220 LFI	1.00	2,220.00	1.00	\$2,220.00	1.00	\$2,220.00	0.55	\$1,221.00
24	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	3330 LFI	2.50	8,325.00	1.50	\$4,995.00	1.35	\$4,495.50	0.80	\$2,664.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	60.00	\$600.00	65.00	\$650.00	125.00	\$1,250.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	50.00	500.00	50.00	\$500.00	65.00	\$650.00	135.00	\$1,350.00
27	CONTROLLED DENSITY FILL	10 CY	250.00	2,500.00	200.00	\$2,000.00	200.00	\$2,000.00	205.00	\$2,050.00
28	CSTC FOR SIDEWALK, 2 INCH THICK	1156 SY	12.00	13,872.00	12.00	\$13,872.00	25.00	\$28,900.00	23.25	\$26,877.00
29	COMMERCIAL HMA	10 TON	400.00	4,000.00	380.00	\$3,800.00	380.00	\$3,800.00	405.00	\$4,050.00

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

<i>Project Number:</i> 2024042			<i>Engineer's Estimate</i>		LIBERTY CONCRETE (Submitted)		EASTERN OREGON CONTRACTING LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Tax Classification</i>								
<i>Schedule 01</i>		Sales tax shall be included in unit prices						
1	ADA FEATURES SURVEYING	1 LS	7,500.00	7,500.00	17,768.00	\$17,768.00	18,000.00	\$18,000.00
2	APPRENTICE UTILIZATION	1 LS	1,500.00	1,500.00	7,463.00	\$7,463.00	14,874.36	\$14,874.36
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	1,500.00	1,500.00	1,356.00	\$1,356.00	5,500.00	\$5,500.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	9,000.00	9,000.00	6,329.00	\$6,329.00	19,500.00	\$19,500.00
6	MOBILIZATION	1 LS	62,000.00	62,000.00	97,256.00	\$97,256.00	86,800.00	\$86,800.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	90,000.00	90,000.00	95,188.00	\$95,188.00	51,000.00	\$51,000.00
8	WORK ZONE SAFETY CONTINGENCY	2500 FA	1.00	2,500.00	1.00	\$2,500.00	1.00	\$2,500.00
9	SEQUENTIAL ARROW SIGNS	40 HR	8.00	320.00	9.00	\$360.00	200.00	\$8,000.00
10	CLEARING AND GRUBBING	1 LS	15,000.00	15,000.00	2,904.00	\$2,904.00	19,800.00	\$19,800.00
11	TREE ROOT TREATMENT	5 EA	800.00	4,000.00	825.00	\$4,125.00	500.00	\$2,500.00
12	TREE PROTECTION ZONE	10 EA	300.00	3,000.00	241.00	\$2,410.00	300.00	\$3,000.00
13	REMOVE TREE, CLASS I	2 EA	850.00	1,700.00	571.00	\$1,142.00	1,500.00	\$3,000.00
14	REMOVE TREE, CLASS II	1 EA	2,000.00	2,000.00	2,856.00	\$2,856.00	1,800.00	\$1,800.00
15	REMOVE TREE, CLASS III	1 EA	4,000.00	4,000.00	2,856.00	\$2,856.00	4,500.00	\$4,500.00
16	TREE PRUNING	10 EA	300.00	3,000.00	349.00	\$3,490.00	1,000.00	\$10,000.00
17	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	4,755.00	\$4,755.00	35,000.00	\$35,000.00
18	REMOVE EXISTING CURB	1500 LF	12.00	18,000.00	11.00	\$16,500.00	5.00	\$7,500.00
19	REMOVE EXISTING CURB AND GUTTER	166 LF	16.00	2,656.00	12.00	\$1,992.00	12.50	\$2,075.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1156 SY	26.00	30,056.00	15.00	\$17,340.00	40.70	\$47,049.20
21	SAWCUTTING CURB	136 EA	55.00	7,480.00	57.00	\$7,752.00	45.00	\$6,120.00
22	SAWCUTTING RIGID PAVEMENT	2248 LFI	2.00	4,496.00	2.00	\$4,496.00	2.50	\$5,620.00
23	SAWCUTTING FLEXIBLE PAVEMENT	2220 LFI	1.00	2,220.00	1.50	\$3,330.00	1.50	\$3,330.00
24	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	3330 LFI	2.50	8,325.00	2.50	\$8,325.00	2.25	\$7,492.50
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	49.00	\$490.00	45.00	\$450.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	50.00	500.00	96.00	\$960.00	75.00	\$750.00
27	CONTROLLED DENSITY FILL	10 CY	250.00	2,500.00	246.00	\$2,460.00	250.00	\$2,500.00
28	CSTC FOR SIDEWALK, 2 INCH THICK	1156 SY	12.00	13,872.00	6.50	\$7,514.00	12.98	\$15,004.88
29	COMMERCIAL HMA	10 TON	400.00	4,000.00	482.00	\$4,820.00	450.00	\$4,500.00

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

Project Number: 2024042			Engineer's Estimate		INLAND INFRASTRUCTURE LLC (Submitted)		CAMERON-REILLY LLC (Submitted)		WM WINKLER COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	10 SY	65.00	650.00	350.00	\$3,500.00	350.00	\$3,500.00	385.00	\$3,850.00
31	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	560 SY	75.00	42,000.00	70.00	\$39,200.00	60.00	\$33,600.00	75.50	\$42,280.00
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	560 SY	40.00	22,400.00	38.00	\$21,280.00	25.00	\$14,000.00	25.75	\$14,420.00
33	COMMERCIAL CONCRETE	10 CY	250.00	2,500.00	240.00	\$2,400.00	175.00	\$1,750.00	200.00	\$2,000.00
34	CEMENT CONCRETE CURB WALL	10 LF	150.00	1,500.00	100.00	\$1,000.00	100.00	\$1,000.00	115.00	\$1,150.00
35	ESC LEAD	1 LS	3,000.00	3,000.00	4,500.00	\$4,500.00	1,000.00	\$1,000.00	950.00	\$950.00
36	INLET PROTECTION	28 EA	125.00	3,500.00	100.00	\$2,800.00	90.00	\$2,520.00	205.00	\$5,740.00
37	TOPSOIL TYPE A, 2 INCH THICK	332 SY	12.00	3,984.00	22.50	\$7,470.00	8.00	\$2,656.00	21.50	\$7,138.00
38	SEEDING AND FERTILIZING BY HAND	185 SY	10.00	1,850.00	20.00	\$3,700.00	2.20	\$407.00	19.50	\$3,607.50
39	SOD INSTALLATION	180 SY	20.00	3,600.00	21.00	\$3,780.00	24.00	\$4,320.00	20.25	\$3,645.00
40	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	25,000.00	25,000.00	4,000.00	\$4,000.00	17,000.00	\$17,000.00	3,781.00	\$3,781.00
41	CEMENT CONCRETE CURB	590 LF	42.00	24,780.00	38.00	\$22,420.00	50.00	\$29,500.00	43.25	\$25,517.50
42	CEMENT CONCRETE CURB AND GUTTER	1210 LF	45.00	54,450.00	49.00	\$59,290.00	65.00	\$78,650.00	66.00	\$79,860.00
43	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	7,500.00	7,500.00	6,500.00	\$6,500.00	6,000.00	\$6,000.00	6,482.00	\$6,482.00
44	REFERENCE AND REESTABLISH SURVEY MONUMENT	7 EA	650.00	4,550.00	600.00	\$4,200.00	550.00	\$3,850.00	600.00	\$4,200.00
45	CEMENT CONCRETE SIDEWALK	1272 SY	100.00	127,200.00	101.00	\$128,472.00	82.00	\$104,304.00	82.50	\$104,940.00
46	RAMP DETECTABLE WARNING	504 SF	35.00	17,640.00	34.00	\$17,136.00	30.00	\$15,120.00	25.00	\$12,600.00
47	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	27,000.00	27,000.00	30,000.00	\$30,000.00	29,570.00	\$29,570.00	28,629.00	\$28,629.00
Bid Total				\$679,530.00		\$586,400.00		\$592,615.50		\$603,798.50

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

Project Number: 2024042			Engineer's Estimate		LIBERTY CONCRETE (Submitted)		EASTERN OREGON CONTRACTING LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
30	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	10 SY	65.00	650.00	444.00	\$4,440.00	77.78	\$777.80
31	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	560 SY	75.00	42,000.00	89.00	\$49,840.00	116.67	\$65,335.20
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	560 SY	40.00	22,400.00	49.00	\$27,440.00	15.00	\$8,400.00
33	COMMERCIAL CONCRETE	10 CY	250.00	2,500.00	564.00	\$5,640.00	220.50	\$2,205.00
34	CEMENT CONCRETE CURB WALL	10 LF	150.00	1,500.00	223.00	\$2,230.00	74.75	\$747.50
35	ESC LEAD	1 LS	3,000.00	3,000.00	2,627.00	\$2,627.00	14,500.00	\$14,500.00
36	INLET PROTECTION	28 EA	125.00	3,500.00	259.00	\$7,252.00	150.00	\$4,200.00
37	TOPSOIL TYPE A, 2 INCH THICK	332 SY	12.00	3,984.00	12.00	\$3,984.00	10.00	\$3,320.00
38	SEEDING AND FERTILIZING BY HAND	185 SY	10.00	1,850.00	11.00	\$2,035.00	12.50	\$2,312.50
39	SOD INSTALLATION	180 SY	20.00	3,600.00	25.00	\$4,500.00	50.00	\$9,000.00
40	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	25,000.00	25,000.00	8,506.00	\$8,506.00	1,000.00	\$1,000.00
41	CEMENT CONCRETE CURB	590 LF	42.00	24,780.00	47.00	\$27,730.00	49.73	\$29,340.70
42	CEMENT CONCRETE CURB AND GUTTER	1210 LF	45.00	54,450.00	39.00	\$47,190.00	63.08	\$76,326.80
43	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	7,500.00	7,500.00	7,615.00	\$7,615.00	1,000.00	\$1,000.00
44	REFERENCE AND REESTABLISH SURVEY MONUMENT	7 EA	650.00	4,550.00	698.00	\$4,886.00	2,800.00	\$19,600.00
45	CEMENT CONCRETE SIDEWALK	1272 SY	100.00	127,200.00	85.00	\$108,120.00	94.73	\$120,496.56
46	RAMP DETECTABLE WARNING	504 SF	35.00	17,640.00	39.00	\$19,656.00	28.41	\$14,318.64
47	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	27,000.00	27,000.00	39,344.00	\$39,344.00	18,000.00	\$18,000.00
Bid Total				\$679,530.00		\$701,773.00		\$779,047.64

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

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	679,530.00	0.00	0.00	0.00	679,530.00
INLAND INFRASTRUCTURE LLC (Submitted)	586,400.00	0.00	0.00	0.00	586,400.00
CAMERON-REILLY LLC (Submitted)	592,615.50	0.00	0.00	0.00	592,615.50
WM WINKLER COMPANY (Submitted)	603,798.50	0.00	0.00	0.00	603,798.50
LIBERTY CONCRETE (Submitted)	701,773.00	0.00	0.00	0.00	701,773.00
EASTERN OREGON CONTRACTING LLC (Submitted)	779,047.64	0.00	0.00	0.00	779,047.64

Low Bid Contractor: INLAND INFRASTRUCTURE LLC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	586,400.00	679,530.00	13.71 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	586,400.00	679,530.00	13.71 % Under Estimate

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

Entity name: INLAND INFRASTRUCTURE, LLC

Business name: INLAND INFRASTRUCTURE, LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-746-194

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1800 E TRENT AVE
OFC
SPOKANE WA 99202-2945

Mailing address: PO BOX 3072
SPOKANE WA 99220-3072

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Cheney General Business - Non-Resident				Active	May-31-2025	Jul-20-2022
Deer Park General Business - Non-Resident				Active	May-31-2025	Mar-22-2022
Liberty Lake General Business - Non-Resident				Active	May-31-2025	Feb-24-2023
Spokane General Business				Active	May-31-2025	Oct-28-2021



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane Valley General Business - Non-Resident				Active	May-31-2025	Mar-18-2022

Owners and officers on file with the Department of Revenue

Owners and officers	Title
SAMPSON, MARSHALL	
WALKER CONSTRUCTION, INC.	

Registered Trade Names

Registered trade names	Status	First issued
INLAND INFRASTRUCTURE, LLC	Active	May-10-2021

The Business Lookup information is updated nightly. Search date and time: 3/31/2025 2:12:11 PM

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INLAINF-01

BGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

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

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

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Gigi Draggoo	
	PHONE (A/C, No, Ext): (509) 462-7896	FAX (A/C, No): (509) 623-1073
	E-MAIL ADDRESS: gigi.draggoo@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BITCO General Insurance Corporation	20095
INSURED Inland Infrastructure LLC PO Box 3072 Spokane, WA 99220	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CLP3745605	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAP3745606	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUP3745607	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project 2024042 - 2025 Maintenance ADA Ramps

City of Spokane, its officers, agents and officials are given additional insured status when required by a written contract per the attached policy forms.

Coverage is primary noncontributory; Waiver of Subrogation and Per Project Aggregate apply. 45 Day Notice of Cancellation applies. See attached forms.

CERTIFICATE HOLDER

CANCELLATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an ☒ in the box next to the caption of such provision.

- | | |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | M. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations | N. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | O. <input checked="" type="checkbox"/> Care, Custody or Control |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | P. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | Q. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | R. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | S. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | T. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations |
| I. <input type="checkbox"/> Liquor Liability | U. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors |
| J. <input checked="" type="checkbox"/> Broadened Conditions | |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases | |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

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

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any

partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

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

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

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

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A**, is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, are deleted and replaced with the following:

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

- a.** You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:
 - (1)** How, when and where the "occurrence" or offense took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b.** If a claim is made or "suit" is brought against any insured, you must:
 - (1)** Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
 - (2)** Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- 2.e.** If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSURED - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item **9.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

- 9.** "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE.**

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
 1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

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

This exclusion applies:

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

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

- 2.a. (1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

O. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of SECTION I, COVERAGE A. is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;

- (a)** The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b)** This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c)** The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d)** In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e)** \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

P. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph 2. EXCLUSIONS of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to Section V – DEFINITIONS:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of this coverage, the definition of "property damage" in SECTION V – DEFINITIONS is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

Q. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

R. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

S. AUTOMATIC ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

T. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|--|
| 1 - Broad Form Named Insured | 11 - Bodily Injury Extension |
| 2 - Automatic Waiver of Subrogation | 12 - Hired Auto Physical Damage |
| 3 - Automatic Additional Insured | 13 - Enhanced Supplementary Payments |
| 4 - Primary and Noncontributory - Other Insurance Condition | 14 - Fellow Employee Coverage for Designated Positions |
| 5 - Unintentional Failure to Disclose Hazards | 15 - Physical Damage – Transportation Expenses |
| 6 - Extended Notice of Cancellation, Non-Renewal | 16 - Rental Reimbursement Coverage |
| 7 - When We Do Not Renew | 17 - Loan/Lease Gap Coverage |
| 8 - Notice of Knowledge of Accident or Loss | 18 - Accidental Air Bag Discharge Coverage |
| 9 - Employees as Insured | 19 - Glass Repair – Waiver of Deductible |
| 10 - Employee Hired Autos | |

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph d. is added:

- d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. **AUTOMATIC ADDITIONAL INSURED**

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. **EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL**

The **COMMON POLICY CONDITIONS**, Item **A.2.b.** is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

7. **WHEN WE DO NOT RENEW**

SECTION IV – BUSINESS AUTO CONDITIONS, is amended to add Item **B.9.**:

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

8. **NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

- a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS, Paragraph **C.** is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

- (1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

- (a) The any one "Accident" or "Loss" amount of \$100,000;
- (b) The actual cash value; or
- (c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

- (1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lesser of:
- (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph d. is added.

- d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:
 1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
 2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 30 days.
 - (c) Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred; or
 - (2) \$50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed \$2,500 for any one vehicle or \$25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions. This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – OTHER INSURANCE – ADDITIONAL INSURED

Item **10. Other Insurance** under **SECTION V – CONDITIONS**, is deleted and replaced with the following:

10. OTHER INSURANCE

- a.** This insurance is excess over any other valid and collectable insurance available whether primary, excess, contingent or on any other basis. The other insurance will be deemed valid and collectible regardless of any defense asserted by any insurer because of the insured's failure to comply with the terms of that other insurance.

This condition will not apply to make this coverage excess to:

- 1.** Other insurance written specifically to be excess over this insurance; or
 - 2.** Other valid and collectable insurance available to any person or organization who qualifies as an insured pursuant to paragraph 4 of **SECTION III – WHO IS AN INSURED** of this policy, but only if:
 - (a)** That insured is an additional insured on the "underlying insurance" (such insured shall also be considered an additional insured for this policy); and
 - (b)** The said additional insured is a Named Insured in the Declarations under such other valid and collectable insurance; and
 - (c)** You have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. If this insurance is deemed to be primary on this basis, we agree to not seek contribution from such other insurance available to an additional insured only if you have agreed to the same in that written contract or written agreement.
- b.** When this insurance is excess over other insurance we will pay only our share of any amount of "ultimate net loss," if any, that exceeds the sum of:
- 1.** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - 2.** The total of all deductible and self insured amounts under this or any other insurance.

Installation Builder's Risk Coverage Information

Client: Inland Infrastructure LLC
Carrier: Continental Casualty Company
A.M. Best Rating: A++ XV
Policy Term: 7/1/2024 to 7/1/2025
Policy Number:

Type of Coverage

Premium Adjustment - Monthly Report
Installation
Builders Risk

OPEN REPORTING

Coverage

BUILDERS RISK COVERAGE

\$ 5,000,000	Frame, PPC 1 through 7
\$ 5,000,000	Joisted Masonry, PPC 1 through 7
\$ 5,000,000	Metal Non-Combustible, PPC 1 through 7
\$ 5,000,000	Masonry Non-Combustible, PPC 1 through 7
\$ 5,000,000	Fire-Resistive, PPC 1 through 7
\$ 250,000	Property in Transit
\$ 250,000	Property in Temporary Storage
\$ 100,000	Water Damage Deductible
\$ 50,000	Wind or Hail Deductible -All Locations/Geographic Areas
\$ 5,000	Deductible Applies Per Jobsite for all occurrences for all covered causes of loss, unless a more specifically describe deductible amount is shown.

Earthquake: \$1,000,000 Per Occ/Agg-Deductible \$100,000

Critical Hazard Areas - \$1,000,000 Per Occ/Agg-Deductible \$100,000
Moderate Hazard Areas- \$5,000,000 Per Occ/Agg-Deductible \$50,000
Low Hazard Areas - \$5,000,000 Per Occ/Agg-Deductible \$50,000

Flood: \$1,000,000 Per Occ/Agg-Deductible \$100,000

- Moderate Hazard Zones- \$5,000,000 Per Occ/Agg-Deductible \$100,000
- Low Hazard Zones - \$5,000,000 Per Occ/Agg -Deductible \$50,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US**

The **Transfer of Rights of Recovery Against Others to Us** Condition 16. of **SECTION V** is amended by the addition of the following:

If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/24/2025

Committee Agenda type: Consent

Date Rec'd

1/28/2025

Clerk's File #

OPR 2025-0146

Cross Ref #

Project #

2023112

Council Meeting Date: 04/14/2025

Submitting Dept

ENGINEERING SERVICES

Bid #

Contact Name/Phone

DAN BULLER 6391

Requisition #

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? YES

Agenda Item Name

0370 - LOW BID AWARD LINCOLN STREET PEDESTRIAN BIKE SAFETY 2023112

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Lincoln Street Pedestrian Bike Safety - \$____ plus tax. An administrative reserve of \$____ plus tax, which is 10% of the contract, will be set aside. (Riverside Neighborhood Council)

Summary (Background)

This project constructs a 10' -12' widened sidewalk on west side of Lincoln between Summit and Boone, a separated bike lane (double white line plus non-continuous concrete curbing) over Summit to Boone, reconfigures the S-turn near the Lincoln Center, replaces signals at Lincoln/Broadway, conducts a grind & overlay from Summit to Sinto, and constructs pedestrian lighting, signing, striping including crosswalks, etc. On _____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of \$____, which is \$__ or __% (above/below) the Engineer's Estimate of \$2,976,400 __ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Project funding is approximately 70% state grant funding and 30% arterial street funding.			
Amount		Budget Account	
Expense	\$ 0	# 3200-95164-95300-56501-86139	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	BULLER, DAN		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>			
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>			
Distribution List			
		jrhall@spokanecity.org	
Tax&licenses@spokanecity.org		publicworksaccounting@spokanecity.org	
dbuller@spokanecity.org		eraea@spokanecity.org	
pyoung@spokanecity.org		jradams@spokanecity.org	

**Lincoln Bike-Ped Project
Summit to Sinto**



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/31/2025**Committee Agenda type:** Consent**Date Rec'd**

3/26/2025

Clerk's File #

OPR 2024-0970

Cross Ref #**Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

ACCOUNTING & GRANTS

Bid #**Contact Name/Phone**

LUIS GARCIA 625-6850

Requisition #**Contact E-Mail**

LGARCIA@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON

PDILLON

ZZAPPONE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** YES**Agenda Item Name**

5600 AMENDMENT TO OPR 2024-0970 -ADD WSDOT FUNDING

Agenda Wording

Request approval to add funding from WSDOT and increase the scope of Clean and Safe program contract with Career Path Services

Summary (Background)

On June 10, 2024 City Council passed Ordinance C36520 allocating ARPA funding of \$503,576.36 (item 11) for clean and safe neighborhoods. Career Path Services was awarded \$250,000 to provide a clean and safe program in the specified Downtown area. This clean and safe program employ homeless or formerly homeless individuals to clean up litter, trash, solid waste, abandoned materials and debris within the public right of way in coordination with City Code Enforcement and the Downtown Spokane Partnership. This proposed amendment will expand this program to include work in WSDOT right of way, by local targeted cleanup and to support safety improvements in the WSDOT right of way. \$100,000 will be added to the contract to be paid for with reimbursement WSDOT funding. This work will start once this amendment is approved and can go no later than 6/30/25. • Separate invoices from Career Paths for the ARPA work and the WSDOT ROW work ? Invoices should have full documentation ? Work cannot be comingled on the invoices

What impacts would the proposal have on historically excluded communities?

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

This work will employ homeless or formerly homeless individuals.

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

NA

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

NA

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 100,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 100,000.00	#	1200-95165-24600-54201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
WSDOT reimbursement to Code Enforcement Enterprise fund. Amendment funding only good through 6/30/2025			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	GBYRD	<u>ACCOUNTING -</u>	GBYRD
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	GBYRD		
Distribution List			
Andy Dwonch adwonch@careerpathservices.org		lgarcia@spokanecity.org	
cstanton@spokanecity.org		smacdonald@spokanecity.org	
sbrown@spokanecity.org		laga@spokanecity.org	



City of Spokane

CONTRACT AMENDMENT

Title: Clean and Safe Program

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and CAREER PATH EMPLOYMENT AND TRAINING, whose address is 816 West Francis Avenue, Suite 1028, Spokane Wa 99205, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE A CLEAN AND SAFE PROGRAM IN THE SPECIFIED DOWNTOWN AREA; and

WHEREAS, additional funding through WSDOT has been made available and the City desires to expand the service area under those funds, as provided in OPR 2024-0213, Section 1. General, 1.1 attached as Attachment A;

-- Now, Therefore, the parties agree as follows:

1. **DOCUMENTS.** The original Contract dated November 18 and 19, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.** This Contract Amendment shall become effective upon signature.

3. **AMENDMENT.** Section NA of the contract documents is amended to read as follows:

_____.

4. **COMPENSATION.** The City shall pay Company a maximum amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS, (\$100,000.00), and applicable tax, for everything furnished and done under this Contract Amendment.

The Company will send its applications for payment to eraaga@spokanecity.org Attn: Caleb Stanton. All invoices shall be specific to the scope of this amendment, WSDOT ROW work, with full documentation.

<p>CAREER PATH EMPLOYMENT AND TRAINING</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

<p>ATTEST:</p> <p>_____</p> <p>City Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Assistant City Attorney</p>
---	---

Attachments that are part of this Contract Amendment:

Attachment A - OPR 2024-0213 Interlocal Agreement



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/11/2024

Committee Agenda type: Discussion

Council Meeting Date: 03/25/2024

		Date Rec'd	2/27/2024
		Clerk's File #	OPR 2024-0213
		Renews #	
		Cross Ref #	
Submitting Dept	CODE ENFORCEMENT & PARKING	Project #	
Contact Name/Phone	LUIS GARCIA 6850	Bid #	
Contact E-Mail	LGARCIA@SPOKANECITY.ORG	Requisition #	
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE JBINGLE ZZAPPONE		
Agenda Item Name	1200 - HOMELESS ENCAMPMENTS ON WSDOT RIGHT OF WAY		

Agenda Wording

Interlocal agreement with WSDOT and the City of Spokane to address homeless encampments on WSDOT Right-of-Way.

Summary (Background)

WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees. WSDOT will use identified funds to reimburse the City in debris cleanup efforts to prevent future encampments from forming on highway right-of-ways.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A


Total Cost \$ 845,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Spokane responds to encampments throughout the City, which overlap with WSDOT property. To fully resolve cases, performing work on WSDOT property may be needed. This contract will provide funding support for reimbursement for these efforts.

Amount		Budget Account
Revenue	\$ 845,000	# TBD
Select	\$	# Approved by Spokane City Council
Select	\$	# on: 3/25/2024
Select	\$	#
	\$	# 
	\$	# City Clerk

Agenda Wording

Summary (Background)

[illegible]

Committee Agenda Sheet

Select Committee Name

Committee Date	Urban Experience
Submitting Department	Code Enforcement & Parking Services
Contact Name	Luis Garcia, Director
Contact Email & Phone	lgarcia@spokanecity.org & (509) 625-6850
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Homeless Encampments on WSDOT Right of Way
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees. WSDOT will use identified funds to reimburse the City in debris cleanup efforts to prevent future encampments from forming on highway rights-of-way.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>\$845,000 total amount.</u> Current year cost: Subsequent year(s) cost:	
Narrative: <u>Spokane responds to encampments throughout the city and in many cases, overlap with WSDOT properties. The challenge is that to fully resolve the cases, performing work on WSDOT property may be needed. This contract will provide funding support for these efforts in a reimbursement model. This agreement can also be used to support social service outreach as appropriate.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? The contract is intending to be reoccurring as the need will continue.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>An intent of this agreement is to continue to connect people experiencing homelessness with services. By allowing for local government to respond, the response times will be enhanced to protect the occupants of the encampment as well as the public at large.</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A- No collection of data will be collected or impact the determination of encampment clean-up pursuant to the agreement. Service providers may collect information, however that would be outside of this contract.	

<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Complaints will be received and responded to in the same manner as the existing encampment clean-up. The reporting component will remain the same as the existing impactful program.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>The agreement is in compliance with a clean and safe Spokane, which includes properties owned by state agencies.</p>

**Interlocal Agreement
Between
Washington State Department of Transportation (GCB 4001)
And
City of Spokane**

This Agreement is between the Washington State Department of Transportation (WSDOT) and City of Spokane (City); hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

Recitals

- A.** ESHB1125 effective May 16, 2023, provides the Transportation Budget.
- B.** Section 216 (4)(a) Exhibit A provides state appropriation solely for the department to address the risks to safety and public health associated with homeless encampments on department owned rights-of-way. The department must coordinate and work with local government officials and social service organizations who provide services and direct people to housing alternatives that are not in highway rights-of-way to help prevent future encampments from forming on highway rights-of-way and may reimburse the organizations doing this outreach assistance who transition people into treatment or housing or for debris clean up on highway rights-of-way. A minimum of \$2,000,000 of this appropriation must be used to deliver more frequent removal of litter on the highway rights-of-way that is generated by unsheltered people and may be used to hire crews specializing in collecting and disposing of garbage, clearing debris or hazardous material, and implementing safety improvements where hazards exist to the traveling public and department employees. The department may use these funds to either reimburse local law enforcement costs or the Washington state patrol if they are providing enhanced safety to department staff during debris cleanup or during efforts to prevent future encampments from forming on highway rights-of-way
- C.** Section 216 (5) (EXHIBIT A) provides that \$1,000,000 of the motor vehicle account—state appropriation is provided solely for a partnership program between the department and the city of Spokane, to be administered in conjunction with subsection (4) of this section. The program must address the safety and public health problems created by homeless encampments on the department's property along state highways within the city limits. \$555,000 of the motor vehicle account—state appropriation is for dedicated department maintenance staff and associated clean-up costs. The department and the city of Spokane shall enter into a reimbursable agreement to cover up to \$445,000 of the city's expenses for clean-up crews and landfill costs.
- D.** WSDOT has also secured additional funding in the amount of \$400,000 that will go along with Exhibit A.
- E.** WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT (ROW) by providing local, targeted cleanup and outreach services and supporting safety improvements where hazards exist to the traveling public and department employees.

NOW THEREFORE, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits by this referenced incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. General

- 1.1 WSDOT routes inside the City subject to this Agreement shall include the following: US2, I90, US395, NSC (including the Children of the Sun Trail), SR290, and SR291 corridors located within city limits.
- 1.2 The City will follow adopted City policies and procedures for employee safety and personal protective equipment when completing this encampment cleanup work as shown in exhibit B.
- 1.3 The City will provide employees, tools and equipment to remove materials and repair sites inside or adjacent to WSDOT ROW damaged by homeless encampments. The materials to be removed and the repair of sites may include removal of litter, trash, costs associated with the removal and storage of vehicles including recreational vehicles, debris, hazardous materials, tree limbs, mowing, fence repair and installation and similar work performed to create open sites to help with enforcement and safety.
- 1.4 The City will enforce trespass laws pursuant to RCW on properties with appropriate No Trespass signage.
- 1.5 No Camping – City will enforce chapter 12.02 Obstruction, Encroachment of Public Ways as shown in exhibit C.
- 1.6 The City will notify WSDOT of vehicles parked/stored on WSDOT property covered by this agreement. WSDOT will issue trespass orders to vehicles being parked/ stored on WSDOT property and will remove said vehicles from WSDOT property. Vehicles on City streets and right of way directly adjacent to WSDOT properties will continue to be addressed by City staff in accordance with current City policies and procedures.
- 1.7 WSDOT will post and maintain "No Trespass" signs on WSDOT owned properties. The sign locations will be agreed upon by both parties and pursuant to WSDOT's Guidelines to Address Illegal Camping within State Right of Way. If requested by WSDOT, SPD will be present during the posting of signage.
- 1.8 WSDOT will maintain all existing barrier infrastructure and other Crime Prevention Through Environmental Design (CPTED) elements including, but not limited to:
 - Fencing
 - Vegetation (unless agreed to alter by both parties).
 - Hard infrastructure not listed as City responsibility below.
- 1.9 WSDOT shall coordinate the appropriate traffic control to ensure safety of laborers and the traveling public as needed for cleanup work adjacent to active traffic on State Routes.
- 1.10 While on WSDOT premises, the City, its agents, employees, or subcontractors shall comply with WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases (such as Covid).

- 1.11 The City may provide outreach services for the purpose of connecting at-risk populations inside WSDOT right-of-way with critical wrap-around social services and resources that can aid and improve the circumstances of homeless persons ability to leave the ROW.
- 1.12 In conjunction with WSDOT, the City will monitor and clean WSDOT ROW based on existing maintenance routes to help ensure homeless encampments do not form or return. The City will prioritize cleanup sites and efforts based on staffing capacity, time, and equipment availability.
- 1.13 At the request of the City, WSDOT will participate in meetings and develop reclamation plans for any identified WSDOT ROW site. During these meetings, WSDOT and the City will agree on work to be performed to reduce accessibility and use of WSDOT ROW.
- 1.14 The effective date of this agreement is the date this agreement is signed by both Parties with a termination date of June 30, 2025, or before if available funding is fully expended.

2. Payment

- 2.1 WSDOT in consideration of the faithful performance of the work to be done by the City, in accordance with this Agreement will reimburse the City for the actual direct and related indirect cost of the work in an amount not to exceed Eight Hundred Forty Five Thousand Dollars (\$845,000).
- 2.2 Partial payments shall be made by WSDOT, upon request of the City, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.
- 2.3 The City agrees to submit a final bill to WSDOT within ninety (90) days after completion of Work and no more often than once per month.
- 2.4 Invoices and Payment
The City shall submit invoices that include detailed backup information including but not limited to timesheet reports. Each invoice shall include the following items:
 - Agreement number and title.
 - Invoice number.
 - Period covered by the invoice (specific beginning and ending calendar days).
 - Total amount expended to-date against the City's preliminary estimate, which WSDOT has agreed to as the total dollar amount for this agreement.
 - A brief narrative progress report that addresses progress of the work performed by the City.

2.5 State Fiscal Year End Closure Requirements (chapter 43.88 RCW): Any invoices for work performed between July 1 and June 30 of any given year must be submitted to WSDOT no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the City is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by WSDOT for work performed by the City prior to July 1 must be submitted to the WSDOT no later than July 19th of the same year in order for WSDOT to accrue the amount necessary for payment. The City will thereafter submit any remaining invoices to WSDOT for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. WSDOT shall not be required to pay to the City late payment fees, interest, or incidental costs incurred by the City or any other costs related to a delayed payment if the City fails to comply with the invoice requirements of this Section.

2.6 WSDOT will review invoices, and associated attachments, and will notify the City of any unallowable/disapproved costs. WSDOT will specify the reason for any unallowable/disapproved costs on the invoiced amounts it believes it is not responsible for and/or may request justification from the City for the unallowable/disapproved costs. If the City provides the justification and WSDOT approves the cost, the City may resubmit the unallowable/disapproved costs in a subsequent invoice, noted as a resubmittal and within 60-days' notice of WSDOT's notification to the City of the initial unallowable/ disapproved cost.

Otherwise, the Parties may enter into the dispute resolution process (all unallowable/disapproved costs shall be subject to the dispute resolution process unless otherwise agreed to by the Parties) as noted in Section 3.

3. Dispute Resolution

3.1 The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.

3.2 Informal Resolution. The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary. The levels of resolution are described below:

3.2.1 Upon receipt of a written notice of request for dispute resolution, the WSDOT and the City Project Managers shall meet within ten (10) Business Days and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of all Designated Representative attending the meeting who requested to attend the meeting.

3.2.2 If unresolved, the WSDOT and City's project manager listed in section 8.1 shall jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.

3.2.3 If the Parties have not resolved the dispute within five (5) Business Days after the second level meeting, at any time thereafter either Party may seek relief under this Agreement in a court of law. The Parties agree that they have no right to relief in a court of law until they have completed the dispute resolution process outlined in this section.

4. Modification

- 4.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

5. Indemnification and Insurance

- 5.1 To the extent permitted by law, WSDOT and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the City's own negligence. WSDOT and the City agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the City, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing Party. This indemnification shall survive the termination of this Agreement.
- 5.2 The City warrants that it is self-insured pursuant to a self-insurance "risk pool" duly authorized by the State of Washington and agrees to provide acceptable evidence of its self-insured status to WSDOT. The City self-insurance risk pool insurance policy must provide liability coverage for its operations under this Agreement, including (i) general liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million Dollars (\$5,000,000.00) per policy period; coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis; and (ii) commercial automobile liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the operations under this Agreement, with a combined single limit of not less than One Million \$1,000,000 per occurrence. WSDOT shall be named as an additional insured by endorsement of the commercial general liability coverage provided under the "risk pool" coverage, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. Coverage obtained by County in compliance with the Section shall not be deemed as having relieved County of any liability in excess of such coverage.

In the event the City is not a party to a state approved self-insurance "risk pool", it shall secure insurance coverage in conformance with the required of this Section 5.2 and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, evidencing the procurement of the required insurance coverages. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification on any such general liability policies.

6. Governing Law and Venue

- 6.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston/Spokane XXXX Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

7. Independent capacity

- 7.1 The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

8. Contacts and Notices

- 8.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

City Project Manager shall be:

Name: Luis Garcia

Title:

Address:

Phone:

Email:

WSDOT Project Manager shall be:

Name: Kurt Kaufman

Title: Maintenance Operation Manager

Address: 2714 N. Mayfair Street

Spokane, WA 99207

Phone (509) 324-6583

Email: kaufmak@wsdot.wa.gov

9. Severability

- 9.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

10. Termination

- 10.1 Neither WSDOT nor the City may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the City shall be reimbursed for actual direct and related indirect expenses and costs incurred up to the date of termination, as well as the costs of non-cancelable obligations.

11. No Third-Party Beneficiaries

- 11.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any Party hereto.

12. Audits/Records

- 12.1 All records for the PROJECT in support of all costs incurred shall be maintained by the Parties for a period of six (6) years. The Parties shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree

that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

- 12.2 If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 12.3 Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The Parties understand that such records and documents related to this Agreement are subject to public release through state public disclosure requests. The receiving Party will not disclose or make available this material to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.
- 13. Working Days**
- 13.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.
- 14. Counterparts**
- 14.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

City of Spokane	Washington State Department of Transportation
By:	By:
<i>Garrett Jones</i>	<i>Michael A. Frucci</i>
Printed: Garrett Jones	Printed: Mike Frucci
Title: Interim City Administrator	Title: Interim Region Administrator
Date: 3/28/2024	Date: 3/28/2024

Approved as to Form City of Spokane	Approved as to Form Washington State Department of Transportation
By: <i>Elizabeth Schoedel</i>	By: <i>Mark Schumock</i>
Printed: Elizabeth Schoedel	Printed: Mark Schumock
Title: Assistant City Attorney	Title: Assistant Attorney General
Date: 3/28/2024	Date: 1/18/23

Attest:

[Signature]

City Clerk



CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE HOUSE BILL 1125

Chapter 472, Laws of 2023
(partial veto)

68th Legislature
2023 Regular Session

TRANSPORTATION BUDGET

EFFECTIVE DATE: May 16, 2023

Passed by the House April 22, 2023
Yeas 98 Nays 0

LAURIE JINKINS

Speaker of the House of
Representatives

Passed by the Senate April 22, 2023
Yeas 46 Nays 3

DENNY HECK

President of the Senate

Approved May 16, 2023 11:39 AM with
the exception of sections 204(3),
207(5), 20(10), 211(1), 215(3),
217(6), 218(5), 219(2), 221(18),
223(3), 224(4), 208(29), 208(31),
213(5), 214(7), 215(4), 217(10),
219(11), 219(12), 224(3), 701(1),
804, 1102(1), 1102(14), 208(17),
208(18), 208(19), and 208(33), which
are vetoed.

JAY INSLEE

Governor of the State of Washington
GCB 4001 Exhibit A

CERTIFICATE

I, Bernard Dean, Chief Clerk of the
House of Representatives of the
State of Washington, do hereby
certify that the attached is
ENGROSSED SUBSTITUTE HOUSE BILL
1125 as passed by the House of
Representatives and the Senate on
the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 17, 2023

Secretary of State
State of Washington

1 transportation committees of the legislature on agency activities and
 2 their status by December 1, 2023, and to provide a final report to
 3 the transportation committees of the legislature by December 1, 2024.

**Sec. 215 was partially vetoed. See message at end of chapter.*

4 NEW SECTION. Sec. 216. FOR THE DEPARTMENT OF TRANSPORTATION—
 5 HIGHWAY MAINTENANCE—PROGRAM M

6	Motor Vehicle Account—State Appropriation.	\$535,033,000
7	Motor Vehicle Account—Federal Appropriation.	\$7,000,000
8	Move Ahead WA Account—State Appropriation.	\$50,000,000
9	State Route Number 520 Corridor Account—State	
10	Appropriation.	\$4,838,000
11	Tacoma Narrows Toll Bridge Account—State	
12	Appropriation.	\$1,585,000
13	Alaskan Way Viaduct Replacement Project Account—	
14	State Appropriation.	\$8,752,000
15	Interstate 405 and State Route Number 167 Express	
16	Toll Lanes Account—State Appropriation.	\$2,624,000
17	TOTAL APPROPRIATION.	\$609,832,000

18 The appropriations in this section are subject to the following
 19 conditions and limitations:

20 (1) \$5,000,000 of the motor vehicle account—state appropriation
 21 is provided solely for a contingency pool for snow and ice removal.
 22 The department must notify the office of financial management and the
 23 transportation committees of the legislature when they have spent the
 24 base budget for snow and ice removal and will begin using the
 25 contingency pool funding.

26 (2) (a) \$115,000 of the state route number 520 corridor account—
 27 state appropriation is provided solely for the department to enter
 28 into a dispute resolution process with local jurisdictions to produce
 29 interagency agreements to address the ongoing facility and landscape
 30 maintenance of the three state route number 520 eastside lids and
 31 surrounding areas at the Evergreen Point Road, 84th Avenue NE, and
 32 92nd Avenue NE.

33 (b) The agreements pursuant to (a) of this subsection must be
 34 executed by June 30, 2024.

35 (3) The appropriations in this section provide sufficient funding
 36 for the department assuming vacancy savings that may change over
 37 time. Funding for staffing will be monitored and adjusted in the 2024

1 supplemental transportation appropriations act to restore funding as
2 authorized staffing levels are achieved.

3 (4) (a) \$7,000,000 of the motor vehicle account—state
4 appropriation is provided solely for the department to address the
5 risks to safety and public health associated with homeless
6 encampments on department owned rights-of-way. The department must
7 coordinate and work with local government officials and social
8 service organizations who provide services and direct people to
9 housing alternatives that are not in highway rights-of-way to help
10 prevent future encampments from forming on highway rights-of-way and
11 may reimburse the organizations doing this outreach assistance who
12 transition people into treatment or housing or for debris clean up on
13 highway rights-of-way. A minimum of \$2,000,000 of this appropriation
14 must be used to deliver more frequent removal of litter on the
15 highway rights-of-way that is generated by unsheltered people and may
16 be used to hire crews specializing in collecting and disposing of
17 garbage, clearing debris or hazardous material, and implementing
18 safety improvements where hazards exist to the traveling public and
19 department employees. The department may use these funds to either
20 reimburse local law enforcement costs or the Washington state patrol
21 if they are providing enhanced safety to department staff during
22 debris cleanup or during efforts to prevent future encampments from
23 forming on highway rights-of-way.

24 (b) Beginning November 1, 2023, and semiannually thereafter, the
25 Washington state patrol and the department of transportation must
26 jointly submit a report to the governor and the transportation
27 committees of the legislature on the status of these efforts,
28 including:

29 (i) A summary of the activities related to addressing
30 encampments, including information on arrangements with local
31 governments or other entities related to these activities;

32 (ii) A description of the planned activities in the ensuing two
33 quarters to further address the emergency hazards and risks along
34 state highway rights-of-way; and

35 (iii) Recommendations for executive branch or legislative action
36 to achieve the desired outcome of reduced emergency hazards and risks
37 along state highway rights-of-way.

38 (5) \$1,000,000 of the motor vehicle account—state appropriation
39 is provided solely for a partnership program between the department
40 and the city of Spokane, to be administered in conjunction with

1 subsection (4) of this section. The program must address the safety
2 and public health problems created by homeless encampments on the
3 department's property along state highways within the city limits.
4 \$555,000 of the motor vehicle account—state appropriation is for
5 dedicated department maintenance staff and associated clean-up costs.
6 The department and the city of Spokane shall enter into a
7 reimbursable agreement to cover up to \$445,000 of the city's expenses
8 for clean-up crews and landfill costs.

9 (6) \$1,025,000 of the motor vehicle account—state appropriation
10 is provided solely for the department to implement safety
11 improvements and debris clean up on department-owned rights-of-way in
12 the city of Seattle at levels above that being implemented as of
13 January 1, 2019, to be administered in conjunction with subsection
14 (4) of this section. The department must maintain a crew dedicated
15 solely to collecting and disposing of garbage, clearing debris or
16 hazardous material, and implementing safety improvements where
17 hazards exist to the traveling public, department employees, or
18 people encamped upon department-owned rights-of-way. The department
19 may request assistance from the Washington state patrol as necessary
20 in order for both agencies to provide enhanced safety-related
21 activities regarding the emergency hazards along state highway
22 rights-of-way in the Seattle area.

23 (7) \$1,015,000 of the motor vehicle account—state appropriation
24 is provided solely for a partnership program between the department
25 and the city of Tacoma, to be administered in conjunction with
26 subsection (4) of this section. The program must address the safety
27 and public health problems created by homeless encampments on the
28 department's property along state highways within the city limits.
29 \$570,000 of the motor vehicle account—state appropriation is for
30 dedicated department maintenance staff and associated clean-up costs.
31 The department and the city of Tacoma shall enter into a reimbursable
32 agreement to cover up to \$445,000 of the city's expenses for clean-up
33 crews and landfill costs.

34 (8) \$1,500,000 of the motor vehicle account—state appropriation
35 is provided solely for the department to contract with the city of
36 Fife to address the risks to safety and public health associated with
37 homeless encampments on department-owned rights-of-way along the SR
38 167/SR 509 Puget Sound Gateway project corridor in and adjacent to
39 the city limits pursuant to section 216(10), chapter 186, Laws of

CITY OF SPOKANE
EXECUTIVE ORDER

EO 2020-0017
LGL 2020-0008

**TITLE: DIRECTIVE OF THE MAYOR REGARDING ADOPTION OF AN
ADMINISTRATIVE POLICY**

EFFECTIVE DATE: November 13th, 2020
REVISION DATE IF APPLICABLE:

RECEIVED
NOV 13 2020
CITY CLERK'S OFFICE

Pursuant to the City of Spokane (the "City") Administrative Policy and Procedure Number 0325-18-1, Section 5.2.1, the Mayor hereby issues this Directive:

AUTHORITY:

Section 5.2.1 provides in part as follows:


Copies of proposed policies and procedures shall be provided to all affected departments for review and comment for at least a two week period prior to final adoption, *unless* (emphasis added), directed otherwise by the Mayor or City Administrator.

ACTION:

In this instance the undersigned Mayor of the City directs that the Encampment Removal and Cleanup Policy, attached hereto as Exhibit "A", is to become effective immediately upon signature, for the reasons set forth herein.

- 1) The effective date of the application of this Policy is necessary in order to resolve litigation filed in the United States District Court for the Eastern District of Washington captioned David Ham vs. City of Spokane, case No. 2:19-cv-00236-TOR; and
- 2) The potential enforcement of the City Municipal Code provisions that prohibit camping on public lands may create the need for additional camp site clean ups and this policy and procedure will provide rules and guidelines for certain property found in any encampments

Dated this 13 day of November, 2020.


Mayor Nadine Woodward

Attest:


City Clerk

Approved as to form:


City Attorney

Date of Publication: _____

Effective Date: 11/13/2020

CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1200-20-01 LGL 2020-0022
TITLE: ENCAMPMENT REMOVAL AND CLEANUP POLICY EFFECTIVE DATE: November 13, 2020 REVISION DATE:	

1.0 GENERAL

1.1 PURPOSE AND INTENT

The purpose of this policy is to establish criteria and outline procedures for the removal and cleanup of encampments.

The intent of this policy is to promote the interests of public health and safety while also respecting the rights of unsheltered individuals and connecting them with available shelter services. The public health and safety concerns related to encampments have generated innumerable citizen complaints and have prompted city departments to send crews of personnel to clean up garbage and solid waste. The City's efforts have not only been costly, but have brought to light far more than a problem of mere unwanted litter.

Behaviors associated with encampments have resulted in a variety of problems that include, but are not limited to, uncontained fires, damage to trees and landscaping, contaminated hypodermic needles left out on open lands, biohazards such as exposed human waste, damage to critical infrastructure such as bridges and streets, and significant interference with the intended uses of public facilities. Additionally, there have been threats to the health and safety of the campers themselves and to the community.

The City of Spokane intends to address these issues by establishing this Encampment Removal and Cleanup Policy.

1.2 TABLE OF CONTENTS

1.0	GENERAL
2.0	DEPARTMENTS/DIVISIONS AFFECTED
3.0	REFERENCES
4.0	DEFINITIONS
5.0	POLICY
6.0	PROCEDURE
7.0	RESPONSIBILITIES
8.0	APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the Spokane Police Department, Parks and Recreation and Neighborhood and Business Services.

3.0 REFERENCES

Washington State Constitution, Article XI, section 11

Spokane City Charter, Article 1 section 3

Spokane Municipal Code - Article VI. Protection of Public Lands and Properties, sections 12.02.1000 through 12.02.1012

Spokane Municipal Code section 12.02.0208

Spokane Municipal Code section 12.02.0737

Spokane Municipal Code section 10.10.026

Spokane Municipal Code section 12.06A.040.H.1

4.0 DEFINITIONS

4.1 Encampment means a site where one or more individuals or groups of persons temporarily reside outdoors.

5.0 POLICY

5.1 It is the policy of the City of Spokane to remove and clean up encampments on public property while respecting the personal property rights of campers.

6.0 PROCEDURE

6.1 REMOVAL AND CLEANUP CRITERIA

A. Any encampment on public property may be designated for removal and cleanup consistent with this policy.

B. The City will prioritize removal if any of the following conditions is observed or reasonably suspected in connection with an encampment:

1. physical threats or violence;
2. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking, malicious mischief);
3. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);

4. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
 5. any other substantial threat to public health or safety;
 6. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
 7. significant amounts of trash;
 8. significant disruption to a primary intended use of public property (e.g., blocking a doorway, on a sports field or court; obstructing a large portion of a sidewalk);
 9. occupation of an area in which the public is not allowed to be present during the times camping is occurring.
- C. Any of the factors enumerated in the above section that are observed at an encampment that is the subject of removal should be documented with a specific description, which may include a police report, and available photographic or videographic evidence including footage from body worn cameras.
- D. In addition to documentation with regard to the aforementioned conditions, the police officer or other person responsible for documentation should include a statement whether such conditions place the public at risk and how removal of the encampment is related to preservation of public health or safety.

6.2 REMOVAL AND CLEANUP PROCEDURES

A. Unoccupied Encampments – Written Notice Required Prior to Removal

For unoccupied encampments, written notice of removal will be posted on each tent and/or in any other distinct areas of the encampment. Reasonable efforts should be made to ensure that campers who are known to have difficulties understanding a written notice (whether because they are non-English speakers or impaired in some other way) receive the notice in a manner that is clear.

1. Contents of Notice

The written notice will provide at least the following notifications:

- a. Campers must remove all their belongings from the site within 48 hours.
 - b. Campers should not leave behind any items they want to keep.
 - c. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.
 - d. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their belongings without fear of arrest solely on the basis that they are retrieving their belongings.
 - e. Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.
 - f. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.
 - g. Basic contact information for campers seeking shelters or social services.
2. Cleanup - After 48 hours, the City will clean up the site within a reasonable period of time.
- a. Any campers who are present at that time will be directed to remove their belongings from the site.

- i. Items that a camper leaves behind will be deemed abandoned.
 - ii. Requests for additional time or assistance to remove items will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable.
- b. City staff, as designated by the Director of Code Enforcement, will conduct an inspection for any remaining, unclaimed items, to the extent this can be done safely. An inspection may be narrowed or terminated for one or more of the following reasons that render further inspection unsafe:
 - i. presence of one or more hypodermic needles (especially if uncapped);
 - ii. strong odor or visual indication of unsanitary condition (e.g., biological waste) permeating a tent or space;
 - iii. a tent or space that is soaked in liquid or mud;
 - iv. any other similar indication that further inspection or manipulation would be unsafe.
- c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:
 - i. circumstances indicate that the item belongs to a person;
 - ii. the item has apparent utility in its current condition and circumstances; and
 - iii. the item can be safely retrieved from the site.

Examples of potentially storable items include: identification, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in new or perfect condition to have apparent utility.

- d. An eligible item found in an inspection will be put into storage, unless it is determined to meet one of the following disqualifying conditions:
 - i. hazardous (e.g., items contaminated with human waste, explosives, moldy items);
 - ii. likely to become hazardous in storage (e.g., perishables, wet materials that might become moldy, items covered in mud);
 - iii. practically un-storable, due to large size, weight, or other similar characteristic;
 - iv. contraband or stolen;
 - v. is on the City's current list (as published on the City's website) of common types of items that, in the experience of City staff, campers regularly abandon during encampment removals, and there is no contrary indication as to the specific item.
- e. Any items taken into storage will be kept in storage for up to 60 days. In addition to information already available on the notice, information about how stored items can be retrieved shall be available on the City of Spokane's website.

- 3. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.
- 4. Stored items may be retrieved from storage based on a description with sufficient specificity to demonstrate ownership.

B. Occupied Encampments

For occupied encampments, when shelter is available in the City, the City will provide campers with shelter and service information while expediting cleanup and removal of the site.

- 1. Campers will be directed to remove their belongings from the site.

- a. Items that a camper leaves behind will be deemed abandoned.
 - b. Requests for additional time or assistance to remove items will be evaluated for reasonableness and, if reasonable, accommodated to the extent practicable.
2. A separate and unclaimed portion of an otherwise occupied encampment will be treated as an unoccupied encampment per Section A above.

C. Other Expedited Removals

1. The following types of encampments are subject to expedited removal even if the encampment is unoccupied:
 - a. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.
 - b. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.
 - c. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).
 - d. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).
 - e. An encampment that appears to have been entirely abandoned (e.g., no persons present and no indication anyone is likely to return for remaining items).
2. In an expedited removal, the notice specified in Section (A)(1) is not required. The City will otherwise follow the same clean-up procedures specified in this policy.

6.3 No part of this Encampment Removal and Cleanup Policy is intended to create any private or other cause of action.

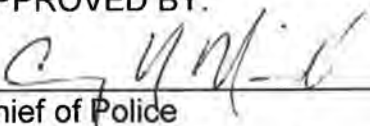
7.0 RESPONSIBILITIES

7.1 Departments are required to coordinate efforts to comply with this policy.

8.0 APPENDICES

Not applicable.

APPROVED BY:



Chief of Police



City Attorney



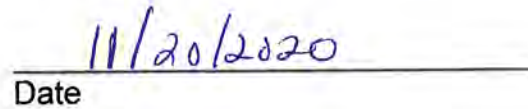
Director of Parks and Recreation



Director of Community and Economic Development



City Administrator (Interim)



Date



City of Spokane

Camp Removals – Property Storage

Commonly Encountered Items

In the course of responding to reports of illegal camping on public land in the City of Spokane, items are encountered and determinations must be made on site whether to discard or store items. This list is not intended to be all-inclusive and determinations will be made in accordance with the City's Encampment Policy, in good faith and in the interest of the safety of city employees, the personal property rights of campers, and the general health and welfare of the public and its infrastructure. For more information, see the City's Encampment Removal and Cleanup Policy.

Items commonly encountered that will be stored unless in a disqualifying condition (broken, not safely accessible, unsanitary, impractical to store, contraband, or clearly abandoned):

- Items of obvious value (such as intact personal electronics, jewelry, debit/credit cards)
- Legal documents and identification cards
- Intact medical equipment (including prosthetics, wheelchairs, canes, eye glasses)
- Suitcases, backpacks, and other personal bags
- Clothing and bedding
- Tents
- Intact and undamaged bicycles, scooters, and other personal transportation implements
- Tools and cooking equipment

Items encountered that, in the City's experience, commonly are abandoned and presumptively will not be stored:

- Scrap materials, such as lumber, pallets, tarps, plastic, and tires
- Parts of physical structures
- Couches and mattresses



Spokane Municipal Code

***Note: Many local criminal codes can now be located under [Chapter 10.60 SMC](#) while others are now cited under the Revised Code of Washington (RCW), which was incorporated into the municipal code in 2022. (See [SMC 10.58.010](#)). Code Enforcement, including Noise Control and Animal Regulations are located in Chapters 10.62 through 10.74.

 Search[Home](#)[Title 12](#)[Chapter 12.02](#)[Section 12.02.1010](#) Highlight Word

[Title 12](#) Public Ways and Property

[Chapter 12.02](#) Obstruction, Encroachment of Public Ways

Article VI. Protection of Public Lands and Properties

[Section 12.02.1010](#) Unauthorized Camping on Public Property – Violation

A. Prohibition

1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and their tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
 - a. a substantial danger to any person,
 - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or
 - c. a disruption to vital government services.

In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1011.

3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:
 - a. Underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct boundary as shown out in [Exhibit A](#); and

- b. Within three blocks of any congregate shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians.
- c. In public within one thousand (1,000) feet of the perimeter of the grounds of a park (SMC Section 12.06A.030(B&D)), a day care center or child care facility (RCW 35.63.170(3-4)), or a public or private school (RCW 28A.150.010 and RCW 28A.195.010).

B. Penalty

A violation of this section is a misdemeanor. Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation.

C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter. Nothing in this section shall be construed to prevent the enforcement of section 12.02.1003 at all times, regardless of the availability of shelter, when a person is causing harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways; nor shall this section be construed to prevent the expedited removal of an encampment on any public property pursuant to section 12.02.1012 (C).
 - a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first confirm that a 24/7 low-barrier shelter had available space during the previous twenty-four hours that could have been utilized by that individual.
 - b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:
 - i. whether a shelter has available space for sleeping,
 - ii. the number of available spaces, and
 - iii. the guests each shelter will accept (i.e. men, women, families with children, etc.).
2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability,

Date Passed: Tuesday, November 28, 2023

Effective Date: Tuesday, November 28, 2023

ORD C36408 Section 1

Certificate Of Completion

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Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Daniel Rose
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	drose@spokanecity.org
	IP Address: 198.1.39.252

Record Tracking

Status: Original	Holder: Daniel Rose	Location: DocuSign
3/27/2024 8:21:13 AM	drose@spokanecity.org	

Signer Events

Terri L. Pfister
 tpfister@spokanecity.org
 City Clerk
 City of Spokane

Security Level: Email, Account Authentication
 (None)

Signature


Signature Adoption: Uploaded Signature Image
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Timestamp

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michael A. Frucci
 frucciM@wsdot.wa.gov
 Acting Regional Administrator, ARA Maintenance &
 Operations ER
 Security Level: Email, Account Authentication
 (None)

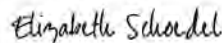


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Elizabeth Schoedel
 eschoedel@spokanecity.org
 Assistant City Attorney - approved as to form only
 Security Level: Email, Account Authentication
 (None)

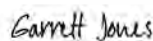


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Garrett Jones
 gjones@spokanecity.org
 Interim City Administrator
 City of Spokane Parks
 Security Level: Email, Account Authentication
 (None)



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Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	3/28/2024 2:15:54 PM
Completed	Security Checked	3/28/2024 2:15:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

< Business Lookup

License Information:

[New search](#) [Back to results](#)**Entity name:** CAREER PATH SERVICES - EMPLOYMENT & TRAINING**Business name:** CAREER PATH SERVICES - EMPLOYMENT & TRAINING**Entity type:** Nonprofit Corporation**UBI #:** 601-151-579**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 816 W FRANCIS AVE
NUM 1028
SPOKANE WA 99205-6512**Mailing address:** 816 W FRANCIS AVE
PMB
1028
SPOKANE WA 99205-6512**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane Nonprofit Business				Active	May-31-2025	Dec-05-2014

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

Governing people	Title
DWONCH, ANDY	
EAKINS, CAMI	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 10/11/2024 10:03:32 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



CAREPAT-01

PVAISHNAVI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2024

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

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

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: PHONE (A/C, No, Ext): (509) 747-3121 FAX (A/C, No): (509) 623-1073 E-MAIL ADDRESS: nowspkinfo@hubinternational.com
INSURED Career Path Services 816 W Francis Ave #1028 Spokane, WA 99205-6512	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : Great American Fidelity Insurance Company 41858 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2552076014	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 STOP GAP \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2552076014	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB863057014	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	PHPK2552076014	6/30/2024	6/30/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			PHPK2552076014	6/30/2024	6/30/2025	Per Occ. \$ 1,000,000
B	Cyber/Privacy/Networ			CYP364314907	6/30/2024	6/30/2025	\$ 1,000,000

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

Directors & Officers

Carrier: Philadelphia Insurance Companies

Effective 06-30-24 to 06-30-25

Policy # PHSD1796355014

Limit \$2,000,000

\$5,000 Deductible

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City Of Spokane
808 Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Agenda Sheet for City Council:

Committee: PIES **Date:** 10/21/2024

Committee Agenda type: Consent

Date Rec'd

10/1/2024

Clerk's File #

OPR 2025-0242

Cross Ref #

Project #

2022096

Council Meeting Date: 03/31/2025

Submitting Dept

ENGINEERING SERVICES

Bid #

Contact Name/Phone

DAN BULLER 6391

Requisition #

CR 27442

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? YES

Agenda Item Name

0370 - LOW BID AWARD - MAPLE STREET-WALNUT STREET GRIND AND

Agenda Wording

Low Bid of Inland Asphalt Company (Spokane, WA) for Maple Street to Walnut Street Grind and Overlay - \$2,198,198.00 plus tax. An administrative reserve of \$219,819.80 plus tax, which is 10% of the contract, will be set aside. Various Neighborhoods.

Summary (Background)

On March 24, 2025, bids were opened for the above project. The low bid from Inland Asphalt Company in the amount of \$2,198,198.00, which is 17.63% above the Engineer's Estimate of \$1,868,677.00. Three other bids were received as follows: Inland Infrastructure LLC – \$2,233,445.00. Shamrock Paving Inc – \$2,395,000.00 and Granite Construction Company – \$2,618,823.00.

This project includes a grind and overlay on the Maple-Walnut couplet through downtown (5th to the Maple St. bridge). There will also be upgrades to curb ramps as necessary along the project alignment. There will include as little detouring of traffic as possible, but detours cannot entirely be avoided given the nature and location of the work. The project is paid about 60% by a state of Washington grant and about 40% by the arterial street fund.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 2,198,198	
Current Year Cost		\$ 2,198,198	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$ 2,198,198	# 3200-95166-95300-56501-86125	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source			
Funding Source Type Select			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	BULLER, DAN		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Jared.boucher@inlandnw.com		jrhall@spokanecity.org	
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pyoung@spokanecity.org		mvalien@spokanecity.org	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **MAPLE-WALNUT GRIND AND OVERLAY,
5TH AVE TO MAPLE BRIDGE**

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

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **MAPLE-WALNUT GRIND AND OVERLAY, 5TH AVE TO MAPLE BRIDGE.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2024, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2022096 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$2,198,198.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries,

prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

- d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

18. 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.

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

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

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

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

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

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

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

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

26. 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.

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

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

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

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

31. CLEAN AIR ACT.

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

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

INLAND ASPHALT COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

25-058

PAYMENT BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION ONE HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$2,198,198.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **MAPLE-WALNUT GRIND AND OVERLAY, 5TH AVE TO MAPLE BRIDGE**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

[illegible]

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **INLAND ASPHALT COMPANY**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION ONE HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$2,198,198.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **MAPLE-WALNUT GRIND AND OVERLAY, 5TH AVE TO MAPLE BRIDGE**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

INLAND ASPHALT COMPANY,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 2,170.00	\$ 2,170.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 49,500.00	\$ 49,500.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 537.00	\$ 537.00
5	POTHOLING	18.00 EA	\$ 350.00	\$ 6,300.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 5,340.00	\$ 5,340.00
7	MOBILIZATION	1.00 LS	\$ 365,799.85	\$ 365,799.85
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 250,780.00	\$ 250,780.00
9	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	\$ 1.00	\$ 5,000.00
10	SPECIAL SIGNS	365.00 SF	\$ 16.25	\$ 5,931.25
11	SEQUENTIAL ARROW SIGNS	3,900.00 HR	\$ 3.25	\$ 12,675.00
12	PORTABLE CHANGEABLE MESSAGE SIGN	3,100.00 HR	\$ 6.50	\$ 20,150.00
13	TYPE III BARRICADE	40.00 EA	\$ 54.00	\$ 2,160.00

14	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1.00 LS	\$	41,100.00	\$	41,100.00
15	TREE ROOT TREATMENT	1.00 EA	\$	552.00	\$	552.00
16	TREE PROTECTION ZONE	1.00 EA	\$	210.00	\$	210.00
17	TREE PRUNING	10.00 EA	\$	228.00	\$	2,280.00
18	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	2,700.00	\$	2,700.00
19	REMOVE EXISTING CURB	720.00 LF	\$	11.75	\$	8,460.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	580.00 SY	\$	15.80	\$	9,164.00
21	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3.00 EA	\$	5,000.00	\$	15,000.00
22	REMOVE CURB/GRATE INLET	1.00 EA	\$	675.00	\$	675.00
23	SAWCUTTING CURB	32.00 EA	\$	60.00	\$	1,920.00
24	SAWCUTTING RIGID PAVEMENT	1,350.00 LFI	\$	1.05	\$	1,417.50
25	SAWCUTTING FLEXIBLE PAVEMENT	6,380.00 LFI	\$	0.75	\$	4,785.00
26	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	1,200.00 LFI	\$	1.65	\$	1,980.00
27	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	156.50	\$	1,565.00
28	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	178.10	\$	1,781.00
29	CONTROLLED DENSITY FILL	10.00 CY	\$	362.00	\$	3,620.00

30	CSTC FOR SIDEWALK AND DRIVEWAYS	32.00 CY	\$	168.00	\$	5,376.00
31	CRACK SEALING, LESS THAN 1 INCH	8,000.00 LF	\$	1.15	\$	9,200.00
32	CRACK SEALING, 1 INCH TO 3 INCH	1,000.00 LF	\$	1.60	\$	1,600.00
33	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	22,555.00 SY	\$	14.75	\$	332,686.25
34	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	675.00 TON	\$	154.20	\$	104,085.00
35	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	15.00 SY	\$	116.00	\$	1,740.00
36	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 8 INCH THICK	1,315.00 SY	\$	138.75	\$	182,456.25
37	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,315.00 SY	\$	29.75	\$	39,121.25
38	PLANING BITUMINOUS PAVEMENT	22,555.00 SY	\$	6.75	\$	152,246.25
39	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
40	COMPACTION PRICE ADJUSTMENT	16,000.00 EST	\$	1.00	\$	16,000.00
41	COMMERCIAL CONCRETE	10.00 CY	\$	487.00	\$	4,870.00
42	MANHOLE - 48 IN. DOGHOUSE	1.00 EA	\$	11,700.00	\$	11,700.00
43	CATCH BASIN TYPE 1	1.00 EA	\$	4,700.00	\$	4,700.00
44	CATCH BASIN TYPE 3	1.00 EA	\$	4,900.00	\$	4,900.00

45	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	5.00 EA	\$	1,200.00	\$	6,000.00
46	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	7.00 EA	\$	575.00	\$	4,025.00
47	MH OR DW FRAME AND COVER (LOCKABLE)	20.00 EA	\$	1,200.00	\$	24,000.00
48	VALVE BOX AND COVER	17.00 EA	\$	585.00	\$	9,945.00
49	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	700.00	\$	700.00
50	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	3.00 EA	\$	485.00	\$	1,455.00
51	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	1.00 EA	\$	1,300.00	\$	1,300.00
52	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	18.00 EA	\$	1,100.00	\$	19,800.00
53	ADJUST EXISTING PRIVATE UTILITY IN ASPHALT	10.00 EA	\$	1,100.00	\$	11,000.00
54	CLEANING EXISTING DRAINAGE STRUCTURE	7.00 EA	\$	735.00	\$	5,145.00
55	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	127.00	\$	1,270.00
56	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	137.50	\$	1,375.00
57	IMPORTED BACKFILL	5.00 CY	\$	137.50	\$	687.50
58	TRENCH SAFETY SYSTEM	1.00 LS	\$	1,800.00	\$	1,800.00
59	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	70.00 LF	\$	150.75	\$	10,552.50
60	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	3,100.00	\$	3,100.00

61	CLEANING EXISTING SANITARY SEWERS	7.00 EA	\$	595.00	\$	4,165.00
62	ESC LEAD	1.00 LS	\$	2,200.00	\$	2,200.00
63	INLET PROTECTION	7.00 EA	\$	142.00	\$	994.00
64	TOPSOIL TYPE A, 2 INCH THICK	35.00 SY	\$	95.00	\$	3,325.00
65	HYDROSEEDING	12.00 SY	\$	65.00	\$	780.00
66	SOD INSTALLATION	27.00 SY	\$	135.00	\$	3,645.00
67	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	6,000.00	\$	6,000.00
68	CEMENT CONCRETE CURB	730.00 LF	\$	31.40	\$	22,922.00
69	ROUNDBOUT CEMENT CONCRETE CURB AND GUTTER	40.00 LF	\$	43.30	\$	1,732.00
70	CEMENT CONCRETE DRIVEWAY	6.00 SY	\$	65.00	\$	390.00
71	CEMENT CONCRETE DRIVEWAY TRANSITION	2.00 SY	\$	65.00	\$	130.00
72	CHANNELIZING DEVICES - TYPE 2	3.00 EA	\$	130.00	\$	390.00
73	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	1,100.00	\$	1,100.00
74	REFERENCE AND REESTABLISH SURVEY MONUMENT	6.00 EA	\$	929.00	\$	5,574.00
75	MONUMENT FRAME AND COVER	1.00 EA	\$	1,900.00	\$	1,900.00

76	CEMENT CONCRETE SIDEWALK	630.00 SY	\$	75.70	\$	47,691.00
77	RAMP DETECTABLE WARNING	168.00 SF	\$	27.00	\$	4,536.00
78	TRAFFIC SIGNAL SYSTEM RETROFIT, SECOND AND MAPLE	1.00 LS	\$	5,800.00	\$	5,800.00
79	TRAFFIC SIGNAL SYSTEM RETROFIT, THIRD AND MAPLE	1.00 LS	\$	3,000.00	\$	3,000.00
80	TRAFFIC SIGNAL SYSTEM RETROFIT, FOURTH AND MAPLE	1.00 LS	\$	92,150.00	\$	92,150.00
81	TRAFFIC SIGNAL SYSTEM RETROFIT, SECOND AND WALNUT	1.00 LS	\$	9,300.00	\$	9,300.00
82	TRAFFIC SIGNAL SYSTEM RETROFIT, THIRD AND WALNUT	1.00 LS	\$	5,750.00	\$	5,750.00
83	TRAFFIC SIGNAL SYSTEM RETROFIT, FOURTH AND WALNUT	1.00 LS	\$	63,550.00	\$	63,550.00
84	TYPE 2 SIGNAL STANDARD	1.00 LS	\$	6,400.00	\$	6,400.00
85	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	19,350.00	\$	19,350.00
86	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	5.00 EA	\$	178.50	\$	892.50
87	REMOVAL OF EXISTING PAVEMENT MARKINGS	240.00 SF	\$	3.80	\$	912.00
88	PAVEMENT MARKING - DURABLE HEAT APPLIED	5,193.00 SF	\$	11.40	\$	59,200.20
89	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	28.00 EA	\$	217.00	\$	6,076.00
90	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	21,630.00	\$	21,630.00
91	REINFORCED DOWELED CURB	10.00 LF	\$	21.65	\$	216.50

92	TRAFFIC ISLAND CONCRETE	2.00 SY	\$	54.10	\$	108.20
Schedule A-1 Subtotal						\$ <u>2,198,198.00</u>
Summary of Bid Items				Bid Total	\$	<u>2,198,198.00</u>

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

Project Number **2022096**

Project Description Maple Street-Walnut Street Grind and Overlay **Original Date** 3/24/2025 2:03:00 PM

Project Number: 2022096			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		SHAMROCK PAVING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	12,000.00	12,000.00	2,170.00	\$2,170.00	2,500.00	\$2,500.00	7,500.00	\$7,500.00
2	APPRENTICE UTILIZATION	1 LS	11,000.00	11,000.00	49,500.00	\$49,500.00	25,000.00	\$25,000.00	34,000.00	\$34,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	1,500.00	1,500.00	537.00	\$537.00	10,000.00	\$10,000.00	1,000.00	\$1,000.00
5	POTHOLING	18 EA	1,000.00	18,000.00	350.00	\$6,300.00	1,000.00	\$18,000.00	700.00	\$12,600.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	32,000.00	32,000.00	5,340.00	\$5,340.00	45,000.00	\$45,000.00	38,000.00	\$38,000.00
7	MOBILIZATION	1 LS	154,000.00	154,000.00	365,799.85	\$365,799.85	223,000.00	\$223,000.00	240,000.00	\$240,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	200,000.00	200,000.00	250,780.00	\$250,780.00	210,000.00	\$210,000.00	320,893.25	\$320,893.25
9	WORK ZONE SAFETY CONTINGENCY	5000 FA	1.00	5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
10	SPECIAL SIGNS	365 SF	25.00	9,125.00	16.25	\$5,931.25	17.40	\$6,351.00	17.00	\$6,205.00
11	SEQUENTIAL ARROW SIGNS	3900 HR	8.00	31,200.00	3.25	\$12,675.00	3.50	\$13,650.00	3.25	\$12,675.00
12	PORTABLE CHANGEABLE MESSAGE SIGN	3100 HR	8.00	24,800.00	6.50	\$20,150.00	7.00	\$21,700.00	7.00	\$21,700.00
13	TYPE III BARRICADE	40 EA	120.00	4,800.00	54.00	\$2,160.00	60.00	\$2,400.00	54.00	\$2,160.00
14	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1 LS	30,000.00	30,000.00	41,100.00	\$41,100.00	55,000.00	\$55,000.00	35,000.00	\$35,000.00
15	TREE ROOT TREATMENT	1 EA	450.00	450.00	552.00	\$552.00	600.00	\$600.00	850.00	\$850.00
16	TREE PROTECTION ZONE	1 EA	350.00	350.00	210.00	\$210.00	225.00	\$225.00	400.00	\$400.00
17	TREE PRUNING	10 EA	350.00	3,500.00	228.00	\$2,280.00	250.00	\$2,500.00	300.00	\$3,000.00
18	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	2,700.00	\$2,700.00	25,000.00	\$25,000.00	13,000.00	\$13,000.00
19	REMOVE EXISTING CURB	720 LF	14.00	10,080.00	11.75	\$8,460.00	15.00	\$10,800.00	25.00	\$18,000.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	580 SY	24.00	13,920.00	15.80	\$9,164.00	25.00	\$14,500.00	57.00	\$33,060.00
21	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	850.00	2,550.00	5,000.00	\$15,000.00	1,100.00	\$3,300.00	2,000.00	\$6,000.00
22	REMOVE CURB/GRATE INLET	1 EA	650.00	650.00	675.00	\$675.00	1,100.00	\$1,100.00	2,500.00	\$2,500.00
23	SAWCUTTING CURB	32 EA	40.00	1,280.00	60.00	\$1,920.00	55.00	\$1,760.00	35.00	\$1,120.00
24	SAWCUTTING RIGID PAVEMENT	1350 LFI	2.50	3,375.00	1.05	\$1,417.50	1.50	\$2,025.00	1.50	\$2,025.00
25	SAWCUTTING FLEXIBLE PAVEMENT	6380 LFI	1.00	6,380.00	0.75	\$4,785.00	1.00	\$6,380.00	0.50	\$3,190.00
26	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	1200 LFI	1.50	1,800.00	1.65	\$1,980.00	1.50	\$1,800.00	2.00	\$2,400.00
27	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	50.00	500.00	156.50	\$1,565.00	65.00	\$650.00	85.00	\$850.00
28	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	65.00	650.00	178.10	\$1,781.00	55.00	\$550.00	195.00	\$1,950.00

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

Project Number: 2022096			Engineer's Estimate		GRANITE CONSTRUCTION COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	12,000.00	12,000.00	11,400.00	\$11,400.00
2	APPRENTICE UTILIZATION	1 LS	11,000.00	11,000.00	30,000.00	\$30,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	1,500.00	1,500.00	1,000.00	\$1,000.00
5	POTHOLING	18 EA	1,000.00	18,000.00	500.00	\$9,000.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	32,000.00	32,000.00	72,000.00	\$72,000.00
7	MOBILIZATION	1 LS	154,000.00	154,000.00	261,000.00	\$261,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	200,000.00	200,000.00	260,000.00	\$260,000.00
9	WORK ZONE SAFETY CONTINGENCY	5000 FA	1.00	5,000.00	1.00	\$5,000.00
10	SPECIAL SIGNS	365 SF	25.00	9,125.00	15.00	\$5,475.00
11	SEQUENTIAL ARROW SIGNS	3900 HR	8.00	31,200.00	3.00	\$11,700.00
12	PORTABLE CHANGEABLE MESSAGE SIGN	3100 HR	8.00	24,800.00	6.00	\$18,600.00
13	TYPE III BARRICADE	40 EA	120.00	4,800.00	51.00	\$2,040.00
14	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1 LS	30,000.00	30,000.00	150,000.00	\$150,000.00
15	TREE ROOT TREATMENT	1 EA	450.00	450.00	760.00	\$760.00
16	TREE PROTECTION ZONE	1 EA	350.00	350.00	610.00	\$610.00
17	TREE PRUNING	10 EA	350.00	3,500.00	310.00	\$3,100.00
18	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	3,400.00	\$3,400.00
19	REMOVE EXISTING CURB	720 LF	14.00	10,080.00	15.00	\$10,800.00
20	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	580 SY	24.00	13,920.00	16.50	\$9,570.00
21	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	850.00	2,550.00	2,100.00	\$6,300.00
22	REMOVE CURB/GRATE INLET	1 EA	650.00	650.00	1,800.00	\$1,800.00
23	SAWCUTTING CURB	32 EA	40.00	1,280.00	52.00	\$1,664.00
24	SAWCUTTING RIGID PAVEMENT	1350 LFI	2.50	3,375.00	2.50	\$3,375.00
25	SAWCUTTING FLEXIBLE PAVEMENT	6380 LFI	1.00	6,380.00	1.50	\$9,570.00
26	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	1200 LFI	1.50	1,800.00	2.50	\$3,000.00
27	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	50.00	500.00	55.00	\$550.00
28	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	65.00	650.00	80.00	\$800.00

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

Project Number: 2022096			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		SHAMROCK PAVING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
29	CONTROLLED DENSITY FILL	10 CY	220.00	2,200.00	362.00	\$3,620.00	275.00	\$2,750.00	280.00	\$2,800.00
30	CSTC FOR SIDEWALK AND DRIVEWAYS	32 CY	320.00	10,240.00	168.00	\$5,376.00	250.00	\$8,000.00	225.00	\$7,200.00
31	CRACK SEALING, LESS THAN 1 INCH	8000 LF	3.00	24,000.00	1.15	\$9,200.00	1.25	\$10,000.00	1.15	\$9,200.00
32	CRACK SEALING, 1 INCH TO 3 INCH	1000 LF	20.00	20,000.00	1.60	\$1,600.00	1.75	\$1,750.00	3.00	\$3,000.00
33	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	22555 SY	14.00	315,770.00	14.75	\$332,686.25	16.00	\$360,880.00	15.00	\$338,325.00
34	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	675 TON	125.00	84,375.00	154.20	\$104,085.00	170.00	\$114,750.00	165.00	\$111,375.00
35	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	15 SY	21.00	315.00	116.00	\$1,740.00	110.00	\$1,650.00	100.00	\$1,500.00
36	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 8 INCH THICK	1315 SY	60.00	78,900.00	138.75	\$182,456.25	145.00	\$190,675.00	125.00	\$164,375.00
37	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1315 SY	55.00	72,325.00	29.75	\$39,121.25	60.00	\$78,900.00	109.00	\$143,335.00
38	PLANING BITUMINOUS PAVEMENT	22555 SY	6.00	135,330.00	6.75	\$152,246.25	5.00	\$112,775.00	6.50	\$146,607.50
39	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
40	COMPACTION PRICE ADJUSTMENT	16000 EST	1.00	16,000.00	1.00	\$16,000.00	1.00	\$16,000.00	1.00	\$16,000.00
41	COMMERCIAL CONCRETE	10 CY	200.00	2,000.00	487.00	\$4,870.00	325.00	\$3,250.00	300.00	\$3,000.00
42	MANHOLE - 48 IN. DOGHOUSE	1 EA	5,000.00	5,000.00	11,700.00	\$11,700.00	8,000.00	\$8,000.00	15,000.00	\$15,000.00
43	CATCH BASIN TYPE 1	1 EA	4,500.00	4,500.00	4,700.00	\$4,700.00	4,000.00	\$4,000.00	11,500.00	\$11,500.00
44	CATCH BASIN TYPE 3	1 EA	4,500.00	4,500.00	4,900.00	\$4,900.00	4,000.00	\$4,000.00	14,500.00	\$14,500.00
45	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	5 EA	1,600.00	8,000.00	1,200.00	\$6,000.00	1,100.00	\$5,500.00	2,000.00	\$10,000.00
46	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	7 EA	1,600.00	11,200.00	575.00	\$4,025.00	1,100.00	\$7,700.00	2,100.00	\$14,700.00
47	MH OR DW FRAME AND COVER (LOCKABLE)	20 EA	1,500.00	30,000.00	1,200.00	\$24,000.00	1,850.00	\$37,000.00	2,200.00	\$44,000.00
48	VALVE BOX AND COVER	17 EA	1,200.00	20,400.00	585.00	\$9,945.00	1,000.00	\$17,000.00	1,335.00	\$22,695.00
49	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	1,200.00	1,200.00	700.00	\$700.00	400.00	\$400.00	1,500.00	\$1,500.00
50	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	1,200.00	3,600.00	485.00	\$1,455.00	500.00	\$1,500.00	860.00	\$2,580.00
51	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	1 EA	1,100.00	1,100.00	1,300.00	\$1,300.00	850.00	\$850.00	1,200.00	\$1,200.00
52	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	18 EA	1,100.00	19,800.00	1,100.00	\$19,800.00	1,200.00	\$21,600.00	1,500.00	\$27,000.00
53	ADJUST EXISTING PRIVATE UTILITY IN ASPHALT	10 EA	1,100.00	11,000.00	1,100.00	\$11,000.00	1,200.00	\$12,000.00	1,860.00	\$18,600.00
54	CLEANING EXISTING DRAINAGE STRUCTURE	7 EA	600.00	4,200.00	735.00	\$5,145.00	400.00	\$2,800.00	600.00	\$4,200.00
55	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	32.00	320.00	127.00	\$1,270.00	65.00	\$650.00	102.00	\$1,020.00

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

Project Number: 2022096			Engineer's Estimate		GRANITE CONSTRUCTION COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
29	CONTROLLED DENSITY FILL	10 CY	220.00	2,200.00	250.00	\$2,500.00
30	CSTC FOR SIDEWALK AND DRIVEWAYS	32 CY	320.00	10,240.00	630.00	\$20,160.00
31	CRACK SEALING, LESS THAN 1 INCH	8000 LF	3.00	24,000.00	2.00	\$16,000.00
32	CRACK SEALING, 1 INCH TO 3 INCH	1000 LF	20.00	20,000.00	12.00	\$12,000.00
33	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	22555 SY	14.00	315,770.00	18.00	\$405,990.00
34	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN.	675 TON	125.00	84,375.00	165.00	\$111,375.00
35	COMMERCIAL HMA FOR TRANSITION, 3 INCH THICK	15 SY	21.00	315.00	254.00	\$3,810.00
36	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 8 INCH THICK	1315 SY	60.00	78,900.00	160.00	\$210,400.00
37	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1315 SY	55.00	72,325.00	110.00	\$144,650.00
38	PLANING BITUMINOUS PAVEMENT	22555 SY	6.00	135,330.00	6.00	\$135,330.00
39	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)
40	COMPACTION PRICE ADJUSTMENT	16000 EST	1.00	16,000.00	1.00	\$16,000.00
41	COMMERCIAL CONCRETE	10 CY	200.00	2,000.00	253.00	\$2,530.00
42	MANHOLE - 48 IN. DOGHOUSE	1 EA	5,000.00	5,000.00	12,000.00	\$12,000.00
43	CATCH BASIN TYPE 1	1 EA	4,500.00	4,500.00	5,800.00	\$5,800.00
44	CATCH BASIN TYPE 3	1 EA	4,500.00	4,500.00	8,100.00	\$8,100.00
45	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	5 EA	1,600.00	8,000.00	2,100.00	\$10,500.00
46	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	7 EA	1,600.00	11,200.00	2,100.00	\$14,700.00
47	MH OR DW FRAME AND COVER (LOCKABLE)	20 EA	1,500.00	30,000.00	2,200.00	\$44,000.00
48	VALVE BOX AND COVER	17 EA	1,200.00	20,400.00	1,200.00	\$20,400.00
49	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	1,200.00	1,200.00	950.00	\$950.00
50	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	1,200.00	3,600.00	950.00	\$2,850.00
51	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	1 EA	1,100.00	1,100.00	1,400.00	\$1,400.00
52	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	18 EA	1,100.00	19,800.00	1,400.00	\$25,200.00
53	ADJUST EXISTING PRIVATE UTILITY IN ASPHALT	10 EA	1,100.00	11,000.00	1,400.00	\$14,000.00
54	CLEANING EXISTING DRAINAGE STRUCTURE	7 EA	600.00	4,200.00	2,200.00	\$15,400.00
55	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	32.00	320.00	65.00	\$650.00

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

Project Number: 2022096			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		SHAMROCK PAVING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
56	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	63.00	630.00	137.50	\$1,375.00	55.00	\$550.00	175.00	\$1,750.00
57	IMPORTED BACKFILL	5 CY	65.00	325.00	137.50	\$687.50	55.00	\$275.00	176.00	\$880.00
58	TRENCH SAFETY SYSTEM	1 LS	1,200.00	1,200.00	1,800.00	\$1,800.00	6,998.00	\$6,998.00	8,000.00	\$8,000.00
59	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	70 LF	100.00	7,000.00	150.75	\$10,552.50	105.00	\$7,350.00	144.00	\$10,080.00
60	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	2,000.00	2,000.00	3,100.00	\$3,100.00	25,000.00	\$25,000.00	5,500.00	\$5,500.00
61	CLEANING EXISTING SANITARY SEWERS	7 EA	550.00	3,850.00	595.00	\$4,165.00	515.00	\$3,605.00	600.00	\$4,200.00
62	ESC LEAD	1 LS	3,700.00	3,700.00	2,200.00	\$2,200.00	20,000.00	\$20,000.00	1,000.00	\$1,000.00
63	INLET PROTECTION	7 EA	120.00	840.00	142.00	\$994.00	100.00	\$700.00	150.00	\$1,050.00
64	TOPSOIL TYPE A, 2 INCH THICK	35 SY	14.00	490.00	95.00	\$3,325.00	100.00	\$3,500.00	95.00	\$3,325.00
65	HYDROSEEDING	12 SY	5.00	60.00	65.00	\$780.00	65.00	\$780.00	75.00	\$900.00
66	SOD INSTALLATION	27 SY	20.00	540.00	135.00	\$3,645.00	145.00	\$3,915.00	135.00	\$3,645.00
67	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	5,000.00	5,000.00	6,000.00	\$6,000.00	6,500.00	\$6,500.00	6,000.00	\$6,000.00
68	CEMENT CONCRETE CURB	730 LF	45.00	32,850.00	31.40	\$22,922.00	40.00	\$29,200.00	31.00	\$22,630.00
69	ROUNDBOUT CEMENT CONCRETE CURB AND GUTTER	40 LF	60.00	2,400.00	43.30	\$1,732.00	52.00	\$2,080.00	45.00	\$1,800.00
70	CEMENT CONCRETE DRIVEWAY	6 SY	75.00	450.00	65.00	\$390.00	85.00	\$510.00	100.00	\$600.00
71	CEMENT CONCRETE DRIVEWAY TRANSITION	2 SY	75.00	150.00	65.00	\$130.00	85.00	\$170.00	100.00	\$200.00
72	CHANNELIZING DEVICES - TYPE 2	3 EA	120.00	360.00	130.00	\$390.00	140.00	\$420.00	150.00	\$450.00
73	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	5,000.00	5,000.00	1,100.00	\$1,100.00	4,000.00	\$4,000.00	3,750.00	\$3,750.00
74	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	1,200.00	7,200.00	929.00	\$5,574.00	600.00	\$3,600.00	590.00	\$3,540.00
75	MONUMENT FRAME AND COVER	1 EA	650.00	650.00	1,900.00	\$1,900.00	1,150.00	\$1,150.00	1,300.00	\$1,300.00
76	CEMENT CONCRETE SIDEWALK	630 SY	135.00	85,050.00	75.70	\$47,691.00	96.00	\$60,480.00	75.00	\$47,250.00
77	RAMP DETECTABLE WARNING	168 SF	44.00	7,392.00	27.00	\$4,536.00	30.00	\$5,040.00	27.00	\$4,536.00
78	TRAFFIC SIGNAL SYSTEM RETROFIT, SECOND AND MAPLE	1 LS	4,000.00	4,000.00	5,800.00	\$5,800.00	6,250.00	\$6,250.00	5,800.00	\$5,800.00
79	TRAFFIC SIGNAL SYSTEM RETROFIT, THIRD AND MAPLE	1 LS	2,000.00	2,000.00	3,000.00	\$3,000.00	3,275.00	\$3,275.00	3,000.00	\$3,000.00
80	TRAFFIC SIGNAL SYSTEM RETROFIT, FOURTH AND MAPLE	1 LS	52,000.00	52,000.00	92,150.00	\$92,150.00	99,500.00	\$99,500.00	94,000.00	\$94,000.00
81	TRAFFIC SIGNAL SYSTEM RETROFIT, SECOND AND WALNUT	1 LS	6,000.00	6,000.00	9,300.00	\$9,300.00	10,000.00	\$10,000.00	16,500.00	\$16,500.00

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

Project Number: 2022096			Engineer's Estimate		GRANITE CONSTRUCTION COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
56	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	63.00	630.00	84.00	\$840.00
57	IMPORTED BACKFILL	5 CY	65.00	325.00	86.00	\$430.00
58	TRENCH SAFETY SYSTEM	1 LS	1,200.00	1,200.00	5,000.00	\$5,000.00
59	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	70 LF	100.00	7,000.00	128.00	\$8,960.00
60	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	2,000.00	2,000.00	3,500.00	\$3,500.00
61	CLEANING EXISTING SANITARY SEWERS	7 EA	550.00	3,850.00	2,200.00	\$15,400.00
62	ESC LEAD	1 LS	3,700.00	3,700.00	1,000.00	\$1,000.00
63	INLET PROTECTION	7 EA	120.00	840.00	150.00	\$1,050.00
64	TOPSOIL TYPE A, 2 INCH THICK	35 SY	14.00	490.00	21.00	\$735.00
65	HYDROSEEDING	12 SY	5.00	60.00	80.00	\$960.00
66	SOD INSTALLATION	27 SY	20.00	540.00	60.00	\$1,620.00
67	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	5,000.00	5,000.00	1,500.00	\$1,500.00
68	CEMENT CONCRETE CURB	730 LF	45.00	32,850.00	39.50	\$28,835.00
69	ROUNDBOUT CEMENT CONCRETE CURB AND GUTTER	40 LF	60.00	2,400.00	39.50	\$1,580.00
70	CEMENT CONCRETE DRIVEWAY	6 SY	75.00	450.00	132.00	\$792.00
71	CEMENT CONCRETE DRIVEWAY TRANSITION	2 SY	75.00	150.00	132.00	\$264.00
72	CHANNELIZING DEVICES - TYPE 2	3 EA	120.00	360.00	170.00	\$510.00
73	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	5,000.00	5,000.00	15,000.00	\$15,000.00
74	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	1,200.00	7,200.00	730.00	\$4,380.00
75	MONUMENT FRAME AND COVER	1 EA	650.00	650.00	2,000.00	\$2,000.00
76	CEMENT CONCRETE SIDEWALK	630 SY	135.00	85,050.00	98.00	\$61,740.00
77	RAMP DETECTABLE WARNING	168 SF	44.00	7,392.00	24.00	\$4,032.00
78	TRAFFIC SIGNAL SYSTEM RETROFIT, SECOND AND MAPLE	1 LS	4,000.00	4,000.00	5,400.00	\$5,400.00
79	TRAFFIC SIGNAL SYSTEM RETROFIT, THIRD AND MAPLE	1 LS	2,000.00	2,000.00	2,800.00	\$2,800.00
80	TRAFFIC SIGNAL SYSTEM RETROFIT, FOURTH AND MAPLE	1 LS	52,000.00	52,000.00	95,000.00	\$95,000.00
81	TRAFFIC SIGNAL SYSTEM RETROFIT, SECOND AND WALNUT	1 LS	6,000.00	6,000.00	20,000.00	\$20,000.00

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

Project Number: 2022096			Engineer's Estimate		INLAND ASPHALT COMPANY (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		SHAMROCK PAVING INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
82	TRAFFIC SIGNAL SYSTEM RETROFIT, THIRD AND WALNUT	1 LS	4,000.00	4,000.00	5,750.00	\$5,750.00	6,200.00	\$6,200.00	5,700.00	\$5,700.00
83	TRAFFIC SIGNAL SYSTEM RETROFIT, FOURTH AND WALNUT	1 LS	34,000.00	34,000.00	63,550.00	\$63,550.00	68,500.00	\$68,500.00	64,000.00	\$64,000.00
84	TYPE 2 SIGNAL STANDARD	1 LS	8,000.00	8,000.00	6,400.00	\$6,400.00	7,000.00	\$7,000.00	6,500.00	\$6,500.00
85	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	20,000.00	20,000.00	19,350.00	\$19,350.00	21,000.00	\$21,000.00	20,000.00	\$20,000.00
86	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	5 EA	200.00	1,000.00	178.50	\$892.50	190.00	\$950.00	180.00	\$900.00
87	REMOVAL OF EXISTING PAVEMENT MARKINGS	240 SF	10.00	2,400.00	3.80	\$912.00	4.00	\$960.00	4.00	\$960.00
88	PAVEMENT MARKING - DURABLE HEAT APPLIED	5193 SF	15.00	77,895.00	11.40	\$59,200.20	12.00	\$62,316.00	11.25	\$58,421.25
89	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	28 EA	400.00	11,200.00	217.00	\$6,076.00	220.00	\$6,160.00	214.00	\$5,992.00
90	TEMPORARY PAVEMENT MARKING	1 LS	8,000.00	8,000.00	21,630.00	\$21,630.00	22,000.00	\$22,000.00	20,000.00	\$20,000.00
91	REINFORCED DOWELED CURB	10 LF	60.00	600.00	21.65	\$216.50	22.00	\$220.00	35.00	\$350.00
92	TRAFFIC ISLAND CONCRETE	2 SY	130.00	260.00	54.10	\$108.20	60.00	\$120.00	100.00	\$200.00
Bid Total			\$1,868,677.00		\$2,198,198.00		\$2,233,445.00		\$2,395,000.00	

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

<i>Project Number:</i> 2022096			<i>Engineer's Estimate</i>		GRANITE CONSTRUCTION COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
82	TRAFFIC SIGNAL SYSTEM RETROFIT, THIRD AND WALNUT	1 LS	4,000.00	4,000.00	5,400.00	\$5,400.00
83	TRAFFIC SIGNAL SYSTEM RETROFIT, FOURTH AND WALNUT	1 LS	34,000.00	34,000.00	65,000.00	\$65,000.00
84	TYPE 2 SIGNAL STANDARD	1 LS	8,000.00	8,000.00	6,000.00	\$6,000.00
85	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	20,000.00	20,000.00	30,000.00	\$30,000.00
86	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	5 EA	200.00	1,000.00	70.00	\$350.00
87	REMOVAL OF EXISTING PAVEMENT MARKINGS	240 SF	10.00	2,400.00	6.00	\$1,440.00
88	PAVEMENT MARKING - DURABLE HEAT APPLIED	5193 SF	15.00	77,895.00	10.00	\$51,930.00
89	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	28 EA	400.00	11,200.00	167.00	\$4,676.00
90	TEMPORARY PAVEMENT MARKING	1 LS	8,000.00	8,000.00	20,200.00	\$20,200.00
91	REINFORCED DOWELED CURB	10 LF	60.00	600.00	76.00	\$760.00
92	TRAFFIC ISLAND CONCRETE	2 SY	130.00	260.00	265.00	\$530.00
Bid Total			\$1,868,677.00		\$2,618,823.00	

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

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,868,677.00	0.00	0.00	0.00	1,868,677.00
INLAND ASPHALT COMPANY(Submitted)	2,198,198.00	0.00	0.00	0.00	2,198,198.00
INLAND INFRASTRUCTURE LLC (Submitted)	2,233,445.00	0.00	0.00	0.00	2,233,445.00
SHAMROCK PAVING INC(Submitted)	2,395,000.00	0.00	0.00	0.00	2,395,000.00
GRANITE CONSTRUCTION COMPANY (Submitted)	2,618,823.00	0.00	0.00	0.00	2,618,823.00

Low Bid Contractor: INLAND ASPHALT COMPANY

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	2,198,198.00	1,868,677.00	17.63 % Over Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<hr/> 2,198,198.00	<hr/> 1,868,677.00	<hr/> 17.63 % Over Estimate

[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)

Entity name:	CPM DEVELOPMENT CORPORATION
Business name:	INLAND ASPHALT COMPANY
Entity type:	Profit Corporation
UBI #:	601-006-854
Business ID:	001
Location ID:	0003
Location:	Active
Location address:	5111 E BROADWAY AVE SPOKANE VALLEY WA 99212-0928
Mailing address:	PO BOX 3366 SPOKANE WA 99220-3366



Excise tax and reseller permit status:[Click here](#)**Secretary of State information:**[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Airway Heights General Business - Non-Resident	802			Active	Jul-31-2025	Jan-04-2019
Deer Park General Business - Non-Resident				Active	Jul-31-2025	Aug-23-2022
Liberty Lake General Business - Non-Resident				Active	Jul-31-2025	Mar-21-2019
Spokane General Business - Non-Resident	T12004257BL			Active	Jul-31-2025	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jul-31-2025	Oct-28-2013
Springdale General Business - Non-Resident				Active	Jul-31-2025	Jan-13-2019

Owners and officers on file with the Department of Revenue

Owners and officers**Title**

CAIN, TAMI D.

FRANZ, PAUL J.

Vice President

GEORGE, TIM P.

HAJDAREVIC, MARICAR C.

Secretary, Treasurer

KIILEHUA, TRISTINE M.

KLOSTERMAN, K. C.

Vice President

LEMONS, JEREMIAH K.

Vice President

LINARES, RICARDO P.

Vice President

MADDEN, JOHN J.

Vice President

MCBREEN, MICHAEL C.

Vice President

SMITH, STEVEN J.

Vice President

TOOLAN, DAVID M.

Vice President,



Registered Trade Names

Registered trade names	Status	First issued
ACME MATERIALS & CONSTRUCTION CO	Active	Sep-19-2017
CENTRAL PRE MIX CONCRETE COMPANY	Active	Jul-27-2010
CENTRAL PRE-MIX CONCRETE CO.	Active	Jan-03-2002
CENTRAL PREMIX CONCRETE CO	Active	Jun-13-2008
CENTRAL WASHINGTON CONCRETE	Active	Jan-03-2002
CPM DEVELOPMENT CORPORATION	Active	Apr-10-2012
GRAHAM & MORRIS	Active	Sep-19-2017
HOOD RIVER SAND & GRAVEL COMPANY	Active	Mar-18-2024
HOOD RIVER SAND, GRAVEL & READY MIX	Active	Mar-18-2024
ICON MATERIALS	Active	Jan-03-2002
INLAND ASPHALT COMPANY	Active	Jan-03-2002
RIVERBEND MATERIALS	Active	May-07-2018



Registered trade names	Status	First issued
SALEM ROAD AND DRIVEWAY	Active	Jun-27-2014
THE DALLES CONCRETE	Active	Mar-19-2024
VALLEY READY-MIX	Active	Feb-06-2003

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/2/2025 1:33:05 PM

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Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2025

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

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

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No): E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com												
INSURED CPM Development Corporation (120-CPM) dba Inland Asphalt Company 5111 E. Broadway Avenue Spokane WA 99212	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Liberty Mutual Fire Insurance Company</td><td>NAIC # 23035</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035	INSURER B: Liberty Insurance Corporation	42404	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035												
INSURER B: Liberty Insurance Corporation	42404												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 84577942**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2-C81-004095-114 XCU Coverage Included	9/1/2024	9/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AS2-C81-004095-124 AS2-C81-054502-524 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WA7-C8D-004095-024 All except OH, ND, WA, WY	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Washington Stop Gap Employers Liability Coverage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2-C81-004095-114	9/1/2024	9/1/2025	BI Each Accident \$3,000,000 BI Aggregate Limit \$3,000,000 BI Each Employee \$3,000,000

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

RE: 2022096 - Maple-Walnut Grind and Overlay.

City of Spokane is listed as additional insured with regards to the general liability and automobile liability policies, on a primary and non-contributory basis, where required by written contract. 30-day Notice of Cancellation.

Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDERCity of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Valerie Reece

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ACORD 25 (2016/03)

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Policy Number: AS2-C81-004095-124, AS2-C81-054502-524
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

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

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Premium: INCL

Policy Number: AS2-C81-004095-124, AS2-C81-054502-524, TB2-C81-004095-114
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Where required by written contract	Where required by written contract	90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule below.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule below:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

SCHEDULE**Designated Construction Project(s):**

All Projects.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

SCHEDULE

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

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provided liability insurance	Any location listed in such agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Policy Number TB2-C81-004095-114
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Person(s) or Organization(s): Any person or organization for which such coverage is required by written contract prior to a loss

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

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

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the Company	Schedule on file with the Company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. **WA7-C8D-004095-024** Effective Date Premium \$

Issued to CRH Americas, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Alaska, Kentucky, New Hampshire, New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska and Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Vermont and West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of New York and Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total

manual premium.

Issued by	Liberty Insurance Corporation 21814		
For attachment to Policy No.	WA7-C8D-004095-024	Effective Date	Premium \$
Issued to	CRH Americas, Inc.		Endorsement No.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/19/2025

Clerk's File #

ORD C36662

Cross Ref #**Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #**Contact Name/Phone**

ARIELLE 509-564-5278

Requisition #**Contact E-Mail**

ARIELLEANDERSON@SPOKANECITY.

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

ZZAPPONE JBINGLE LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

1680- SBO- COORDINATING LOW-INCOME HOUSING GRANT

Agenda Wording

Funding for the Coordinating Low-Income Housing Planning (CLIHP) Grant with the WA State Department of Commerce. The award is for \$35,000 and the funding deadline is during the calendar year.

Summary (Background)

This is funding for the Coordinating Low-Income Housing Planning (CLIHP) Grant with the Washington State Department of Commerce. The Award is for \$35,000 and was awarded through the Department of Commerce and the City of Spokane's Low-Income Housing Consortium (SLIHC). Using this award SLIHC will coordinate conversations and resources sharing between counties and cities on affordable housing and homeless planning. SLIHC will meet with the Continuum of Care (CoC) Board, and work on overlapping elements of the 5-year homeless plan and the comprehensive plan. The grant is a deliverable-based grant and runs through June 2025. It cannot wait as it is a grant funding with a deadline that occurs during the current calendar year.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 35,000	
Current Year Cost		\$ 35,000	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Revenue	\$ 35,000	#	1700-95856-99999-33442-99999
Expense	\$ 35,000	#	1700-95856-65410-54201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Grant	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	ANDERSON, ARIELLE M.	<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>Division Director</u>	KINDER, DAWN	<u>ACCOUNTING -</u>	BAIRD, CHRISTI
<u>Accounting Manager</u>	BAIRD, CHRISTI		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	SCOTT, ALEXANDER		
Distribution List			
chhsaccounting@spokanecity.org		chhscontracts@spokanecity.org	
jstratton@spokanecity.org		jmiller@spokanecity.org	

ORDINANCE NO C36662

AN ORDINANCE AMENDING ORDINANCE NO. C36626, PASSED BY THE CITY COUNCIL ON DECEMBER 9, 2024, AND ENTITLED IN PART "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", MAKING APPROPRIATION ADJUSTMENTS FOR YEAR 2025, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Miscellaneous Community Development Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Miscellaneous Community Development Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$35,000.
 - A) Of the increased revenue, \$35,000 is provided by the Washington State Department of Commerce.
- 2) Increase appropriation by \$35,000.
 - A) Of the increased appropriation, \$35,000 is provided solely for contractual services.

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 accept the Washington State Department of Commerce Coordinating Low-Income Housing Planning (CLIHP) grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 03/31/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/26/2025

Clerk's File #

ORD C36671

Cross Ref #

OPR 2024-0101

Project #**Council Meeting Date:** 04/14/2025**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

DAN WORDELL 625-6456

Requisition #**Contact E-Mail**

DWORDELL@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

JBINGLE MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

5300 - SBO FOR STATE & LOCAL CYBER SECURITY GRANT PROGRAM (SLCGP)

Agenda Wording

Special Budget Ordinance for the replacement of Riverside Park Water Reclamation Facility (RPWRF) network switches using already approved grant funds from the Washington Military Department and US Department of Homeland Security.

Summary (Background)

During the statewide SLCGP project solicitation, the state Cybersecurity Planning Committee awarded the City of Spokane additional funding for a second project, the RPWRF Switch Replacement project. The full SLCGP grant amount was increased from \$160,000 to \$260,983, an increase of \$100,983, funding the second project, RPWRF Network Switches.

What impacts would the proposal have on historically excluded communities?

Not applicable, IT security related.

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

Not applicable, IT security related.

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

Not applicable, IT security related.

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

Not applicable, IT security related.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 100,983	
Current Year Cost		\$ 100,983	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
SLCGP grant funding from Homeland Security/WA Military Department provides funding for the replacement of River Protection Water Reclamation Facility (RPWRF) network switches. The existing critical infrastructure network switches are no longer supported.			
Amount		Budget Account	
Revenue	\$ 100,983	# 5300-97312-99999-33397-99999	
Expense	\$ 12,000	# 5300-97312-18850-54201-99999	
Expense	\$ 88,983	# 5300-97312-94180-56409-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Grant	
Is this funding source sustainable for future years, months, etc?			
This increase to the grant funding is a one-time increase and will not be received on a recurring basis.			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MARTINEZ, LAZ	<u>MANAGEMENT &</u>	MILLER, JACOB
<u>Division Director</u>	GBYRD	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	GBYRD		
Distribution List			
		Accounting - ywang@spokanecity.org	
Contract Accounting - ddaniels@spokanecity.org		Legal - mharrington@spokanecity.org	
Purchasing - cwahl@spokanecity.org		IT - itadmin@spokanecity.org	
Tax & Licenses			

ORDINANCE NO C36671

AN ORDINANCE AMENDING ORDINANCE NO. C36626, PASSED BY THE CITY COUNCIL ON DECEMBER 9, 2024, AND ENTITLED IN PART "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", MAKING APPROPRIATION ADJUSTMENTS FOR YEAR 2025, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Management Information Systems (IT) 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 Council of Spokane does ordain:

Section 1. That in the budget of the Management Information Systems (IT) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$100,983.
 - A) Of the increased revenue, \$100,983 is provided solely for receipt of award from State and Local Cybersecurity Grant Program.
- 2) Increase appropriation by \$100,983.
 - A) Of the increased appropriation, \$12,000 is provided solely for contractual services.
 - B) Of the increased appropriation, \$88,983 is provided solely for capitalized computers and microprocessing equipment.

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 take receipt of the State and Local Cybersecurity Grant award and execute the award as intended, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Date Rec'd**

2/19/2025

Clerk's File #

RES 2025-0018

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

RISK MANAGEMENT

Bid #**Contact Name/Phone**

MATT BOSTON 625-6820

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5800 - SETTLEMENT RESOLUTION

Agenda Wording

Resolution settlement of claim for damages to homeowner residence

Summary (Background)

Resolution settlement of claim for damages to homeowner resident Dan Eakin as a result of a water damage to his home at E 30th. The damage was caused by a City water main brake which flooded his basement for approximately 12 hours. Total payout \$125,821.49.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 125,821.49	
Current Year Cost		\$ 125,821.49	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	JORDAN, SCOTT		
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	BAIRD, CHRISTI		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Zach.Ray@us.davies-group.com		mboston@spokanecity.org	
lsmithson@spokanecity.org		ehaugen@spokanecity.org	

Resolution No. 2025-0018

A RESOLUTION regarding approving settlement of civil claim against City of Spokane.

WHEREAS, a claim for damages was filed with the City of Spokane by Daniel Eakin ("Claimant") on November 22, 2024, arising out of an incident on or about November 13, 2024, in the City of Spokane, as more fully described in his claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of **EIGHTY-SIX THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND 16/100 (\$86,699.16)**; and

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane;

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **EIGHTY-SIX THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND 16/100 (\$86,699.16)** to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

PASSED the City Council this _____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/12/2025

Clerk's File #

RES 2025-0023

Cross Ref #**Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 509-625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

KKLITZKE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5200 - AQUIFER PROTECTION AREA

Agenda Wording

Resolution related to the Spokane County Aquifer Protection Area (APA) and placing the APA reauthorization before city voters.

Summary (Background)

Spokane County is planning to ask voters to reauthorize its Aquifer Protection Area (APA) in 2025 for another 20 years. The APA includes a per-parcel fee charged on residents' property tax bill for aquifer protection activities. The Spokane area has had an APA since 1984. The City participated in the APA from 1984-2004. The City did not join in the APA in the reauthorization between 2005 and today. The City has an opportunity to rejoin the APA as the County seeks reauthorization. Aquifer Protection Areas are authorized by RCW 36.36 and approved by a public vote. They provide on-going financial support for a variety of aquifer protection activities, including planning related to protection and preservation of subterranean water, construction of drinking water, stormwater, and wastewater facilities to improve water quality, monitoring and enforcement of standards for protecting groundwater, and public education. The Spokane Valley Rathdrum Prairie Aquifer (SVRP) has been designated as a sole source aquifer since 1978, and today it provides drinking water to more than a half million people, including the residents and businesses within the City of Spokane.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. As a purveyor of drinking water, we remain committed to protecting the aquifer, which protects all City water customers.

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

N/A

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

Reporting on use of APA funds both at the City and then generally as a community would be done, if voters approve joining the area.

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

Participating in the Aquifer Protection Area would be consistent with the Water Resources chapter of the Sustainability Action Plan, which includes multiple goals around protecting the Spokane River and Aquifer. It would be consistent with goals in the City's Comprehensive Plan and Water System Plan that encourage protection and stewardship of the Aquifer.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MILLER, KATHERINE E		
<u>Division Director</u>	MILLER, KATHERINE E		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		mmarroquin@spokanecity.org	
mfeist@spokanecity.org		eschoedel@spokanecity.org	

RESOLUTION NO. 2025-0023

RELATED TO THE SPOKANE COUNTY AQUIFER PROTECTION AREA (APA)
and PLACING THE APA REAUTHORIZATION BEFORE CITY VOTERS

WHEREAS, the Spokane area is served by the Spokane Valley-Rathdrum Prairie Aquifer (SVRP), which was designated a sole-source aquifer in 1978 and today provides drinking water for more than 500,000 people in the region, including the residents and businesses within the City of Spokane; and

WHEREAS, protection of the SVRP is critically important to the City because it operates the largest drinking water utility in the region, delivering up to 150 million gallons of water in a day; and

WHEREAS, the Water Resources chapter of the Spokane Sustainability Action Plan includes multiple goals around protecting the Spokane River and SVRP; and

WHEREAS, Spokane's Comprehensive Plan and Water System Plan also prioritize protection and stewardship of the SVRP; and

WHEREAS, mitigating the impact of climate change will require additional monitoring and protection of the SVRP as recent studies show that aquifer levels will go down and other changes are expected in the future; and

WHEREAS, Washington state law, in RCW 36.36, allows for the creation of Aquifer Protection Areas (APAs) to finance the "protection, preservation, and rehabilitation of subterranean water"; and

WHEREAS, Spokane County has had an Aquifer Protection Area since 1984 and is planning to ask voters in 2025 to reauthorize its APA for another 20 years; and

WHEREAS, under the County's APA, residents and businesses included in the APA pay a small annual fee included on their property tax bills to pay for a variety of activities to protect groundwater, including planning, monitoring, enforcement, education, and construction of stormwater, wastewater, and drinking water facilities to improve or maintain water quality; and

WHEREAS, Spokane County has used funds generated by its APA to remove septic systems over the aquifer, provide long-term monitoring of water quality indicators like nitrates and chloride, educate the community about water quality and protection, and participate in joint regional planning; and

WHEREAS, the cities of Liberty Lake and Spokane Valley are also part of the County APA; and

WHEREAS, the City of Spokane was part of the APA from 1984 to 2004 and now has an opportunity to rejoin the APA; and

WHEREAS, the City could use this funding to invest in infrastructure to address pollutants of concern such as PFAS, control stormwater, deliver projects that would mitigate the impacts of climate change on the aquifer, and provide public education related to the aquifer and best management practices to protect it; and

WHEREAS, the City's Climate Resilience & Sustainability Board on March 13, 2025, recommended the Council work to rejoin the APA by asking voters to support the reauthorization of the APA; and

WHEREAS, Mayor Lisa Brown also supports efforts to place the APA reauthorization before voters.

NOW, THEREFORE - - be it resolved by the City Council of the City of Spokane:

1. That the area within the City of Spokane municipal boundaries be included in the Spokane County Aquifer Protection Area reauthorization proposal;
2. That the APA proposal can be placed before City of Spokane voter for approval under RCW 356.36.020.
3. That staff bring forward an Interlocal Agreement (ILA) with Spokane County to outline the operational aspects of the APA.

ADOPTED by the Spokane City Council on the _____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/25/2025

Clerk's File #

RES 2025-0025

Cross Ref #**Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

PAUL DILLON X6714

Requisition #**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

PDILLON LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

NO CUTS TO MEDICAID RESOLUTION

Agenda Wording

A Resolution Expressing Opposition to Any Proposed Federal or State Cuts to Medicaid.

Summary (Background)

This Resolution expresses opposition to proposed federal and state cuts to Medicaid. Medicaid is utilized by over 1.8 million people in Washington, and in the 5th District, 54% of children and 22% of adults are insured by Medicaid. Cutting funding for Medicaid would have a troubling effect on citizens of Spokane that rely on that funding to access necessary medical care, dental care, mental health care, as well as funding for shelters and services for the unhoused populations.

What impacts would the proposal have on historically excluded communities?

Many historically excluded community members receive Medicaid.

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

N/A

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

N/A

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

In Spokane We All Belong. This Resolution is supportive of the low-income Spokane citizens that rely on Medicaid for health care and other essential services.

Council Subcommittee Review

This ordinance will be introduced to the Finance and Administration Committee.

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
There is no identified costs as a result of this ordinance.			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
Distribution List			

RESOLUTION NO. 2025-0025

Resolution Expressing Opposition to Any Proposed Federal or State Cuts to Medicaid.

WHEREAS, nearly 80 million Americans rely on Medicaid and the Children's Health Insurance Program for their health coverage and access to care, including over 1.8 million people in Washington state who are enrolled in Apple Health, Washington state's Medicaid program, and according to the Census Bureau, 25.5 percent of Spokane residents are insured through Medicaid; and

WHEREAS, In Washington state, 38 percent of children, one in six adults, three in five nursing home residents, and three in eight people with disabilities are covered by Apple Health; and 59 percent of adults in Washington that use Medicaid are employed; and

WHEREAS, according to the Spokesman- Review, in just the 5th Congressional District, 54% of children and 22% of adults are insured by Medicaid; and

WHEREAS, in Washington, the federal government pays 50 percent of the cost of traditional Medicaid and 90% of the cost of the Medicaid expansion; and

WHEREAS, Congress has proposed cuts of at least \$880 billion to Medicaid and other health care programs, which would have devastating consequences for Washington state's health care system and everyone who relies on it; and

WHEREAS, Governor Bob Ferguson has proposed Medicaid reimbursement rate cuts of \$153 million that would roll back expected increases that were approved by the legislature for primary care, pediatrics and maternity care according to the Washington State Medical Association; and

WHEREAS, many of our city's jobs are created through small businesses, hospitals, therapists, behavioral health care professional, housing navigators and other professionals that bill Medicaid; and

WHEREAS, Medicaid is a critical funding source in the City of Spokane for homeless response; and

WHEREAS, Spokane's population is aging and more seniors will require care and services in the future while Medicaid programs are the only places older adults and people with disabilities can get the long-term support and health care they need; and

WHEREAS, Medicaid serves a diverse population of the city's residents including veterans, older adults with dementia, foster kids, people with mental illness, unpaid

caregivers who have had to leave the workforce to provide care and low-wage paid caregivers; and

WHEREAS, Medicaid improves the health, well-being, and productivity of thousands of residents in the areas of preventive services, prenatal care, opioid and other drug treatment, behavioral health, crisis intervention, treatment of chronic disease, dental health, and support for the elderly and people with disabilities thus providing for a healthier population and more productive workforce;

NOW, THEREFORE, BE IT RESOLVED, that the City of Spokane formally opposes any proposed federal or state cuts to Medicaid; and

BE IT FURTHER RESOLVED that the City Clerk is directed to send copies of this resolution to the Governor of Washington State and the City of Spokane's state and federal legislative representatives, urging them to protect Medicaid funding for the well-being of our residents.

Passed by the City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

Strike the entirety of the resolution and substitute the following in its place:

RESOLUTION NO. 2025-0025

Resolution Expressing Opposition to Any Proposed Federal or State Cuts to Medicaid.

WHEREAS, nearly 80 million Americans rely on Medicaid and the Children's Health Insurance Program for their health coverage and access to care, including over 1.8 million people in Washington state who are enrolled in Apple Health, Washington state's Medicaid program, and according to the Census Bureau, 25.5 percent of Spokane residents are insured through Medicaid; and

WHEREAS, In Washington state, 38 percent of children, one in six adults, three in five nursing home residents, and three in eight people with disabilities are covered by Apple Health; and 59 percent of adults in Washington that use Medicaid are employed; and

WHEREAS, according to the Spokesman- Review, in just the 5th Congressional District, 54% of children and 22% of adults are insured by Medicaid; and

WHEREAS, in Washington, the federal government pays 50 percent of the cost of traditional Medicaid and 90% of the cost of the Medicaid expansion; and

WHEREAS, Congress has proposed cuts of at least \$880 billion to Medicaid and other health care programs, which would have devastating consequences for Washington state's health care system and everyone who relies on it; and

WHEREAS, Governor Bob Ferguson has proposed Medicaid reimbursement rate cuts of \$153 million that would roll back expected increases that were approved by the legislature for primary care, pediatrics and maternity care according to the Washington State Medical Association; and

WHEREAS, many of our city's jobs are created through small businesses, hospitals, therapists, behavioral health care professional, housing navigators and other professionals that bill Medicaid; and

WHEREAS, Medicaid is a critical funding source in the City of Spokane for homeless response; and

WHEREAS, Spokane's population is aging and more seniors will require care and services in the future while Medicaid programs are the only places older adults and people with disabilities can get the long-term support and health care they need; and

WHEREAS, according to Census data there are over 40,000 Medicaid eligible residents in the City Of Spokane that make up a diverse population including veterans, older adults with dementia, foster kids, people with mental illness, unpaid caregivers who have had to leave the workforce to provide care and low-wage paid caregivers; and

WHEREAS, Medicaid improves the health, well-being, and productivity of thousands of residents in the areas of preventive services, prenatal care, opioid and other drug treatment, behavioral health, crisis intervention, treatment of chronic disease, dental health, and support for the elderly and people with disabilities thus providing for a healthier population and more productive workforce;

NOW, THEREFORE, BE IT RESOLVED, that the City of Spokane formally opposes any proposed federal or state cuts to Medicaid; and

BE IT FURTHER RESOLVED that the City Clerk is directed to send copies of this resolution to the Governor of Washington State and the City of Spokane's state and federal legislative representatives, urging them to protect Medicaid funding for the well-being of our residents.

Passed by the City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/10/2025

Committee Agenda type: Discussion

Date Rec'd

2/26/2025

Clerk's File #

ORD C36657

Cross Ref #

Project #

Council Meeting Date: 03/31/2025

Submitting Dept

DEVELOPMENT SERVICES CENTER

Bid #

Contact Name/Phone

TAMI 6157

Requisition #

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

4700 – DSC FEE AMENDMENTS

Agenda Wording

An Ordinance relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code. Specifically amending Section 08.02.031 Building Code, Section 08.02.039 Special Inspections and Other Fees, the Development Fee Schedule and the Historic Preservation Fee Schedule

Summary (Background)

City Council approved the new fee schedules for the DSC and Historic Preservation on December 9, 2024. After implementation it was made apparent that a couple fees were too high, there needed to be clarifying language added for units of measurement and some fees should have been combined for ease of use.

What impacts would the proposal have on historically excluded communities?

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

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

Subsequent review of development fees will occur on a more regular basis.

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	PALMQUIST, TAMI		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		tpalmquist@spokanecity.org	
smacdonald@spokanecity.org		akiehn@spokanecity.org	

ORDINANCE NO C36657

An Ordinance relating to fees and charges amending Chapter 08.02 of the Spokane Municipal Code. Specifically amending Section 08.02.031 Building Code, Section 08.02.039 Special Inspections and Other Fees, the Development Fee Schedule and the Historic Preservation Fee Schedule, and other matters properly related thereto.

The City of Spokane does hereby ordain:

Section 1. That SMC section 08.02.031 is amended to read as follows:

Section 08.02.031 Building Code

A. Building Permit.

Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK

(in dollars)

FEE

(in dollars)

1 – 2,000

73.00

2,001 - 25,000

73.00 plus 13.00 for each 1,000 over 2,000

25,001 - 50,000

372.00 plus 10.00 for each 1,000 over 25,000

50,001 - 100,000

622.00 plus 7.00 for each 1,000 over 50,000

100,001 - 500,000

972.00 plus 5.00 for each 1,000 over 100,000

500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

B. Valuation.

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:

- a. most current building valuation data from the International Code Council (ICC) as published and updated by the ICC twice annually;
or

- b. total construction valuation, whichever is greater. The total construction valuation shall include the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent equipment.
- 2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
- 3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
- 4. For roofing permits, the value is determined to be:
 - a. two hundred fifty dollars per square for recovering roofs;
 - b. three hundred fifty dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;
 - c. four hundred dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;
 - d. or the contract valuation if it is greater.

C. Building Plan Review.

- 1. Fees are provided in the Development Fee Schedule

D. Demolition

- 1. Permit fees are provided in the Development Fee Schedule.
- 2. All demolition permit fees provided in the Development Fee Schedule received by the city are to be deposited in the historic preservation incentives fund established by [SMC 07.08.152](#).

E. Fencing.

Permit fees are provided in the Development Fee Schedule.

F. Grading.

1. Permit fees are provided in the Development Fee Schedule.
2. Plan review fees are provided in the Development Fee Schedule.
3. Failure to obtain a grading permit is a class one infraction under [SMC 1.05.150](#).

G. Sign Permits.

1. Permit fees are provided in the Development Fee Schedule.
2. Plan review fees are provided in the Development Fee Schedule.

H. Factory-built Housing.

1. The installation fee for factory-built housing is provided in the Development Fee Schedule.
2. A foundation or basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is provided in the Development Fee Schedule.

I. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is provided in the Development Fee Schedule.
2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is provided in the Development Fee Schedule.

J. Temporary Structures.

1. Permit fees are provided in the Development Fee Schedule.
2. Review fees are provided in the Development Fee Schedule.
3. No third session will be permitted.

K. Relocation.

~~((1. Inspection fees for bond determination are provided in the Development Fee Schedule.~~

2. ~~Review))~~ 1. Relocation determination fees are provided in the Development Fee Schedule.

~~((3.))~~ 2. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

L. Early Start and Fast Track Approval.

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to all other applicable fees.

M. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection of a permit; otherwise, the minimum fee for a building permit and certificate of occupancy is provided in the Development Fee Schedule plus a processing fee.
2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in [SMC 8.02.060](#).
3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. ~~((The minimum fee))~~ Temporary certificate of occupancy issuance and extension fees will be the lesser of:
 - a. the fee amounts provided in the Development Fee Schedule ~~((five-hundred and twenty dollars))~~ plus a processing fee ~~((when the building permit fee exceeds this amount))~~;
 - b. ~~((equal to the))~~ an amount equal to ~~((of))~~ the building permit fee plus a processing fee ~~((when the building permit fee is less than five-hundred and twenty dollars))~~.

N. Swimming Pools.

1. Permit fees are provided in the Development Fee Schedule.
2. Review fees are provided in the Development Fee Schedule.

3. Mechanical, electrical and fence permits are additional.

O. Parking Lot and Site Work Permits.

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

P. Reinspections.

Reinspection fees are provided in the Development Fee Schedule.

Q. Inspections Outside Normal Inspector Working Hours.

Fees for inspections outside normal inspector working hours are provided in the Development Fee Schedule.

R. Work Done Without a Permit/Investigation Fees.

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or
2. the permit fee plus three hundred dollars, must be paid prior to the issuance of the permit(s).

S. Safety Inspections.

1. Safety inspection fees are provided in the Development Fee Schedule.

T. Recording Fee Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional processing fee is required when a permit is not issued in conjunction with the recording. Processing fees are provided in the Development Fee Schedule.

U. Expired Permits(~~(-Over Six Months)~~).

1. Building Permits.

- a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
- b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

2. Plumbing Permits.

- a. No inspections: A full new permit for all fixtures is required.
- b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

3. Mechanical Permits.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

4. Electrical Permit.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

V. Processing Fee.

In addition to all of the fees identified in [SMC 8.02.031](#), the processing fee for each permit is as provided in the Development Fee Schedule, unless specifically stated otherwise.

W. Solar Permits.

1. Solar permit fees are provided in the Development Fee Schedule.
2. Additional electrical fees are as provided in [SMC 08.02.032](#).

Section 2. That SMC section 08.02.039 is amended to read as follows:

08.02.039 Special Inspections and Other Fees

- A. The fee for re-inspection as provided in the adopted codes, to be billed to each permittee, is provided in the Development Fee Schedule.
- B. The fee for inspection by any building services department personnel outside normal working hours is provided in the Development Fee Schedule. A minimum of two hours is payable at the time the request is made.
- C. The fee for investigation of work done without a permit is provided in the Development Fee Schedule.
- D. The minimum fee for any permit or inspection not otherwise provided for is provided in the Development Fee Schedule.
- E. Refund of Fees.
 1. All requests for refunds must be in writing to the building official.
 - a. Refundable amounts of less than \$30 are not eligible for reimbursement.
 2. Refunds of permit and inspection fees will be granted only if the:
 - a. work described on the permit was not done and no inspections or site visits were made, or
 - b. permit was a duplicate of an already issued permit in error, or
 - c. permit was issued in error by the department.
 3. The following fees are not refundable:
 - a. Plan review fees once any plan review work has begun.
 - b. Application fees, to include processing fees and the ((state building code fee.
- F. The processing fee for each ((printed)) permit is provided in the Development Fee Schedule.
- G. The fee for doing research of files and codes or preparing reports is provided in the Development Fee Schedule with a one-hour minimum, plus actual copying or printing expense.
- H. The fee to recommence suspended or abandoned work under an extended permit is provided in SMC 08.02.031(U).

Section 3: Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors

or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Historic Preservation Fee Schedule 2025

Spokane Register of Historic Places Nomination Fees:	
Residential Property:	\$50.00
Commercial Property:	\$100.00
All nominated properties must also pay the Auditor's Filing Fee	County Determined Fee
Special Valuation Tax Incentive Fees:	
Residential Property:	\$150.00
Commercial Property (based on cost of rehab):	
Less than \$1M	\$350.00
\$1M to \$5M	\$1,000.00
Over \$5M	\$1,500.00
All properties receiving Special Valuation must also pay the Auditor's Filing Fee	County Determined Fee
Design Review of Historic Properties	
<i>Spokane Register of Historic Places Individually Listed:</i>	
Residential - Administrative	\$75.00
Residential - Full Landmarks Commission	\$250.00
Commercial - Administrative	\$175.00
Commercial - Full Landmarks (based on project cost)	
Project cost:	
\$0-99,999	\$250.00
\$100,000 - \$499,999	\$500.00
\$500,000 - \$999,999	\$1,000.00
\$1,000,000 - \$2,000,000	\$2,000.00
Over \$2,000,000	\$3000 max
<i>Spokane Register of Historic Places District Property:</i>	
District Property - Administrative	\$75.00
District Property - Full Landmarks Commission	\$250.00
Retroactive Design Review for work done without a Certificate of Appropriateness	\$250.00
((Retroactive Design Review (work done without a Certificate of Appropriateness):	
Residential	\$250.00
Commercial	\$250.00)
Demolition Review Fees ((to determine historically eligible properties (SMC 17D.100.230)) or those listed on the Spokane Register or within a Spokane Register Historic District):	
((under)) Up to 4000 sq feet:	\$150.00
4001-10,000 sq feet:	\$250.00
10,001-25,000 sq feet:	\$500.00
Over 25,000((+)) sq feet:	\$1,000.00

HP Deconstruction Fee - For properties that must be deconstructed according to SMC 15.06, ((HP)) this fee will be capped at \$1500 total including the above fees	\$1500 total in combination with fees above
Historic Plaque Purchase:	\$250.00

Development Fee Schedule 2025

Automatic Annual Adjustment

Effective January 1, 2026, and the first January of each year thereafter, the development fees shall be adjusted by the City of Spokane Building Official for an amount equal to the Consumer Price Index for West Urban Consumers (CPI) adjustment for the previous July-to-July U.S. All City Average (CPI-U and CPI-W). The adjusted fees shall include an upper limit based on the average CPI rate over the past three years. The newly determined amount shall be rounded up to the nearest dollar and shall not exceed the calculated upper limit “average percentage”. 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. No other fee schedules shall be affected by such automatic adjustments unless expressly noted.

Building permit fees shall not be included in the annual automatic adjustment because updates occur semi-annually through the International Code Council (ICC) published updates.

All hourly and other variable fees are based on the designated metric or fraction thereof.

Development Fee Schedule	Fee Amount
Shared Fees	
Processing/ Application Fee (except as otherwise identified)	\$65.00
Technology Fee	2.5%
Development Services Review Fee	\$115.00
Re-Inspection Fee	\$150.00
Work Beyond Scope of Permit	\$150.00
Work Done Without Permit/Investigative Fees - Greater Of:	2x the Inspection Fee(s) or \$300
Inspection Outside Normal Working Hours (2-hr minimum)	\$115 per hour
Additional, Excessive, Phased Reviews	50% Original Review Fee
Additional, Excessive, Phased Inspections	\$105.00
Trade Review (2-hr minimum)	\$115 per hour
Refund Administration Fee - Plan Review and Processing/ Application Fees are non-refundable, no refunds of less than \$30 unless City error.	N/A
State Building Code Fee	State Determined Fee
Permit or Application Extension Fee	\$45.00
Recording Fee	County Determined Fee
((Technology Fee	2.5%))
State Environmental Policy Act (SEPA)	
SEPA Environmental Checklist Initial Review	\$500.00
Threshold Determination of MDNS	\$325.00
Threshold Determination Resulting in Declaration of Significance	Actual Cost
Threshold Determination Resulting in Declaration of Significance - Deposit	\$3,250.00
Public Notice	Actual Cost
Environmental Document Reproduction	Actual Cost

Appeal Fees	
Appeal of Administrative Decision to Hearing Examiner	\$350.00
Exception: Junk Vehicle Determination Appeal	\$200.00
Appeal of Hearing Examiner Decision to City Council	\$700.00
Appeal Preparation Fee	Actual Cost
((Appeal Filing Fee (except as otherwise provided))) Request for Reconsideration	\$250.00
Blasting Licenses and Permits	
Blaster's License	\$55.00
Blasting Permit	\$275.00
Blasting Transportation Permit	\$65.00
Boiler and Gas Heating Mechanic License Fees	
((Boiler Exam)) License Application and Examination Fee	\$110.00
((Fireman-Boiler License)) Annual License Fee	\$55.00
((3rd-Class Engineer	\$55.00
2nd-Class Engineer	\$55.00
1st-Class Engineer	\$55.00
Boiler License)) Annual Inspector License Fee	\$55.00
((Gas Heating Mechanic Fees	
Gas Heating Mechanic Exam Fee	\$110.00
Gas Heating Mechanic I	\$55.00
Gas Heating Mechanic II	\$55.00
Apprentice Heating Mechanic	\$55.00
Oil Burner Servicer/Installer	\$55.00
Oil, Gas I, or Gas II Inspector	\$55.00
Boiler Installation Inspection Fees	
Low Pressure & Hot Water Boiler < 500,000 BTUs	\$157.00 ((\$175.00))
LP & HWB 500,000 to < 2,000,000 BTUs	\$265.00 ((\$300.00))
LP & HWB 2,000,000 BTUs and greater	\$425.00 ((\$450.00))
Power Boilers < 1,000,000 BTUs	\$425.00 ((\$450.00))
Power Boilers from 1,000,000 to < 5,000,000 BTUs	\$850.00
Power Boilers 5,000,000 BTUs and greater - Base	\$850.00
Power Boilers 5,000,000 BTUs and greater - Additional Charge per million BTUs	\$25.00
Electric Boiler < 250 kw	\$250.00
Unfired Pressure Vessel	\$80.00 ((\$95.00))
Boiler Operating Permit & Accessory Fees	
Boilers - Base City Inspected Operating Permit Fee	\$85.00 ((\$98.00))
Boilers - per Vessel	\$35.00
Hydrostatic Pressure Test	\$145.00
Repair Inspections - Hourly	\$115.00
Building Permit Fees	

\$1 - \$2,000 Job Value Fee - Base	\$73.00
\$2,001 - \$25,000 Job Value Fee - Base	\$73.00
\$2,001 - \$25,000 Job Value Fee - Variable per \$1000 over \$2000	\$13.00
\$25,001 - \$50,000 Job Value Fee - Base	\$372.00
\$25,001 - \$50,000 Job Value Fee - Variable per \$1000 over \$25,000	\$10.00
\$50,001 - \$100,000 Job Value Fee - Base	\$622.00
\$50,001 - \$100,000 Job Value Fee - Variable per \$1000 over \$50,000	\$7.00
\$100,001 - \$500,000 Job Value Fee - Base	\$972.00
\$100,001 - \$500,000 Job Value Fee - Variable per \$1000 over \$100,000	\$5.00
\$500,001 - \$1,000,000 Job Value Fee - Base	\$2,972.00
\$500,001 - \$1,000,000 Job Value Fee - Variable per \$1000 over \$500,000	\$4.00
Over \$1,000,000 Job Value Fee - Base	\$4,972.00
Over \$1,000,000 Job Value Fee - Variable per \$1000 over \$1,000,000	\$3.00
Plan Review for Commercial & Multi-Family over 2 units	65% of Job Value Fee
Fast Track Plan Review Fee	125% of Job Value Fee
Early Start and Fast Track Approval	25% Additional fee
Stock Plan Review Fee	25% of Job Value Fee
Reduced Plan Review Fee	25% of Job Value Fee
<u>*Applications for successive identical buildings on a single site submitted simultaneously are eligible for the Reduced Plan Review Fee. In these instances, the full plan review fee applies to the first of the duplicate buildings.</u>	
Plan Review for New Single-Family Residences (SFR), Accessory Dwelling Units, & Duplexes	50% of Job Value Fee
Plan Review for SFR & Duplex Accessory Structures & Additions	25% of Job Value Fee
Revision Review Fee - Hourly	\$115 per hour
Plan Review for SFR & Duplex Accessory Structure Remodels	25% of Job Value Fee
Demolition of SFR or Duplex	\$45.00
Demolition of Other Structures - Per 1,000 Sq Ft - [maximum fee ((MAXIMUM FEE)) \$450]	\$45.00
Demolition of Residential Accessory Structures - (i.e. -garages, pools)	\$35.00
<u>*Additional fees may be required for historically eligible or listed properties in accordance with Historic Preservation's Fee Schedule</u>	
Fence Permit Fee per 100 linear feet or fraction thereof	\$20.00
Grading Permit Fee for 10,000 cubic yards or less ((of Grading or Fill - Base))	\$145.00
((10,000 cubic yards or more of Grading or Fill - Base	((145.00))
10,000 cubic yards or more of Grading or Fill - Variable over 10,000)) Grading Permit Fee for each additional 10,000 cubic yards or fraction thereof	\$30.00
Grading Plan Review for 1,000 cubic yards or less	\$75.00
Grading Plan Review for 1,001 - 100,000 cubic yards ((-Base))	\$190.00
Grading Plan Review for each 10,000 cubic yards over 100,000 ((-Variable over 100,000))	\$10.00
Sign Permit Fee for Wall, Projecting, and Incidental Signs ((Permit Fee)) - Per Sign	\$47.00
Sign Permit Fee for Pole and Billboard ((-and Off-Premises Sign Permit Fee)) - Per Sign	\$117.00
Sign Review Fee	\$115.00
Factory Built Housing - Per Section	\$75.00
Manufactured (Mobile) Home - Per Section	\$75.00

Temporary Structures - 1st 180 days	\$250.00
Temporary Structures - 2nd 180 days	\$550.00
Relocation Determination Fee	\$75.00
Swimming Pool Permit Fee (when accessory to SFR or Duplex)	\$95.00
Swimming Pool Permit Fee (for all others)	\$215.00
Adult Family Home Inspection	\$245.00
Family Home Child Care Capacity Inspection	\$245.00
Safety Inspection - Commercial Building - Per hour (2-hr minimum)	\$115 (((\$114)) per hour
Safety Inspection - SFR, Electrical Only	\$95.00
Safety Inspection - SFR, 2 or more categories	\$190.00
Safety Inspection - Duplex	\$245.00
Safety Inspection - Multi-Family 3 to 6 units	\$315.00
Safety Inspection - Multi-Family over 6 units - Base	\$315.00
Safety Inspection - Multi-Family over 6 units – Variable per unit over 6	\$35.00
Electrical Service Reconnect - Residence	\$40.00(((\$50.00))
Electrical Service Reconnect - Commercial	\$95.00(((\$110.00))
Expired Building Permit Renewal when No Inspections	100% of Permit Fee
Expired Building Permit Renewal when Foundation Approved	75% of Permit Fee
Expired Building Permit Renewal when All Rough-ins Approved	25% of Permit Fee
Expired Building Permit Renewal with Additional Work	Job Value Fee
Expired Plumbing Permit Renewal when No Inspections	100% of Permit Fee
Expired Plumbing Permit Renewal when Top Outs Approved	25% of Permit Fee
Expired Mechanical Permit Renewal when No Inspections	100% of Permit Fee
Expired Mechanical Permit Renewal when Rough-Ins Approved	25% of Permit Fee
Expired Electrical Permit Renewal when No Inspections	100% of Permit Fee
Expired Electrical Permit Renewal when Rough-Ins/Service Approved	25% of Permit Fee
Certificate of Occupancy Fees	
For Change of Occupancy when no work is required	\$90.00
Temporary Certificate of Occupancy Issuance (not to exceed 100% of the building permit fee)	\$500.00
Temporary Certificate of Occupancy Extension (not to exceed 100% of the building permit fee)	\$250.00
Solar Fees	
SFR-Duplex Solar Plan Review Fee (DSC)	\$75.00
SFR-Duplex Solar Inspection Fee (DSC)	\$150.00
MFCOM Solar Plan Review Fee (DSC)	65% of Job Value Fee
MFCOM Solar Inspection Fee (DSC)	Job Value Based
Electrical fees assessed as applicable to the scope of work	See Electrical Fees
Fire Review and Inspection Fees assessed in accordance with the Fire Codes	See Fire Code
Electrical Permit Fees	
New Square Footage up to 5000 sq ft - Variable per 100 sq ft	\$5.00
New Square Footage over 5,000 sq ft - Base	\$250.00
New Square Footage over 5,000 sq ft - Variable per 100 sq. ft.	\$3.00
Alterations/Wiring of Existing Space (per circuit)	\$7.00
Light Standard	\$10.00

Service, 1-200 Amps	\$50.00
Service, 201-400 Amps	\$62.00
Service, 401-600 Amps	\$75.00
Service, 601-800 Amps	\$87.00
Service, 801-1,000 Amps	\$100.00
Service, Over 1,000 Amps - Base	\$100.00
Service, Over 1,000 Amps - Variable per 100 Amps over 1,000 Amps	\$7.00
Service, Over 600V, Surcharge	\$60.00
Alarms, Telecommunications, and Control Circuits other low-voltage systems (per 2,500 sq. ft.)	\$15.00
Temporary Service ((and Load Test))	\$45.00
Transformer - Base	\$40.00
Transformer - Variable per 200 Amps or fraction thereof	\$12.00
Generator (emergency, standby, and resource recovery) - Base	\$40.00
Generator (emergency, standby, and resource recovery) - Variable per 200 Amps or fraction thereof	\$12.00
Note: Generators of 50 kW or less are considered equivalent to a 200 Amp service	NA
Feeder <u>or Subpanel</u>	\$20.00
Ground Work-Ground Ufer	\$30.00
Extensive Ground Work	\$105.00
Annual Electrical Permit, 12 Inspections/1 - 3 Electricians	\$2,300.00
Annual Electrical Permit, 24 Inspections/4 - 6 Electricians	\$4,600.00
Annual Electrical Permit, 36 Inspections/7 - 12 Electricians	\$6,900.00
Annual Electrical Permit, 52 Inspections/13+ Electricians	\$8,200.00
((Electrical Permit)) Load Test	\$45.00
<u>Energy Storage Systems</u>	<u>\$50.00</u>
<u>Elevator Permit Fees</u>	
Install: Elevator, Escalator, or Moving Walk \$5,000 Value or Less	\$250.00
Install: Elevator, Escalator, or Moving Walk Install > \$5,000 Value - Base	\$250.00
Install: Elevator, Escalator, or Moving Walk Install > \$5,000 Value – Variable <u>per \$1,000 in valuation over \$5,000</u>	\$4.00
Install: Stair Climber or <u>Platform ((Plan Form))</u> Lift	<u>\$88.00(((\$80.00))</u>
Install: Dumbwaiter or Material Lift	<u>\$177.00(((\$170.00))</u>
Install: Temporary Personnel Hoist (Construction Lift)	\$350.00
Operating Permit: Hydraulic Elevator - Annual, Base	\$177.00
Operating Permit: Hydraulic Elevator - Annual, Variable <u>per stop over two</u>	\$22.00
Operating Permit: Cable Elevator - Annual, Base	\$353.00
Operating Permit: Cable Elevator - Annual, Variable <u>per stop over two</u>	\$22.00
Operating Permit: Escalator or Moving Walk	\$353.00
Operating Permit: Dumbwaiter, Platform/Material Lift, or Stair Climber	\$88.00
Alteration or Repair: \$5,000 Value or Less	\$250.00
Alteration or Repair: > \$5,000 Value - Base	\$250.00
Alteration or Repair: > \$5,000 Value – Variable <u>for each \$1,000 over \$5,000</u>	\$4.00
Elevator Reinspection: Hourly	<u>\$115.00(((\$114.00))</u>
Uncorrected Deficiencies (assessed at 90, 120, and 150 days)	\$177.00
Document Replacement Fee	\$65.00

Temp Hoist: Semi-Annual or Jump Inspection	\$177.00
Temp Hoist: Semi-Annual Operating Permit	\$177.00
Temporary Operating Permit Fee - Base	\$115.00
Temporary Operating Permit Fee – Variable <u>per stop over two</u>	\$15.00
Plan Review for Installs and Major Alterations	\$115.00
Variance Request w/ Site Visit - Base	\$177.00
Variance Request w/ Site Visit - Variable	\$88.00
Variance Request via Desk Evaluation (w/o site visit)	\$88.00
Technical Advice Site Visit Fee - Base	\$177.00
Technical Advice Site Visit Fee – Variable <u>per hour more than two</u>	\$88.00
Decommissioning Conveyance Fee	\$177.00
Re-Commissioning Conveyance Fee - Base	\$177.00
Re-Commissioning Conveyance Fee – Variable <u>per hour more than two</u>	\$88.00
Operating a Conveyance w/o Permit: 30 Day Penalty Fee	\$164.00
<u><i>Conveyances in operation without a permit more than 120 days may be removed from service by the inspector</i></u>	
Mechanical Permit Fees	
Air Handler (per 10,000 cfm or fraction of)	\$17.00
Clothes Dryer (Gas)	\$15.00
Ductwork System	\$15.00
Evaporative Cooler	\$15.00
Gas Log	\$15.00
Gas Piping: per outlet	\$4.00
((Gas)) Water Heater	\$15.00
<u>Hot Water Tank Heat Pump</u>	<u>\$15.00</u>
Heat Pump, <u>Compressor</u> , or A/C: <u>less than</u> 15 tons	\$23.00
Heat Pump, <u>Compressor</u> , or A/C: 15 to 50 tons	\$45.00
Heat Pump, <u>Compressor</u> , or A/C: Over 50 tons	\$75.00
Heating Equipment: 1 to 100,000 BTUs <u>or 32 kW</u>	\$17.00
Heating Equipment: More than 100,000 BTUs <u>or 32 kW</u>	\$25.00
Hood: Type I (per 12 ft or 12 ft portion of hood)	\$70.00
Hood: Type II	\$15.00
Hydronic Piping: per outlet	\$4.00
Miscellaneous (items not covered elsewhere)	\$15.00
Propane Tanks	\$15.00
Range/ <u>Cooking Equipment</u> (Gas)	\$15.00
Refrigeration <u>or Absorption ((Unit)) System</u> : 1 - 500,000 BTUs	\$25.00
Refrigeration <u>or Absorption ((Unit)) System</u> : 500,000 ((1)) - 1,750,000 BTUs	\$45.00
Refrigeration <u>or Absorption ((Unit)) System</u> : Over 1,750,000 BTUs	\$75.00
Unlisted ((Gas)) <u>or Unused</u> Appliance: Up to 400,000 BTUs	\$75.00
Unlisted ((Gas)) <u>or Unused</u> Appliance: Over 400,000 BTUs	\$125.00
((Used Appliance: Up to 400,000 BTUs	\$75.00
Used Appliance: Over 400,000 BTUs	\$125.00))
Vent Fans	\$10.00 ((15.00))
Wood/ <u>Pellet</u> Stove or Insert	\$40.00

Electrical Disconnects/Reconnects for HVAC replacements and thermostat wiring are assessed at the “ <i>Alterations... per circuit</i> ” rate found within the Electrical Permit Fees.	
Plumbing Permit Fees	
Per Plumbing Fixture on a trap	\$13.00
*** Includes, <i>but is not limited to</i> , installs, relocations, replacements, and rough-ins of backflow devices, dishwashers, garbage disposals, drains, showers, sinks, toilets, tubs, water softeners, etc.	
((Bar Sink	\$15.00
Bathtub	\$15.00
Clothes Washer	\$15.00
Dishwasher	\$15.00
Drinking Fountain	\$15.00
Floor Drain	\$15.00
Floor Sink	\$15.00
Garbage Disposal	\$15.00
Kitchen Sink	\$15.00
Lawn Sprinkler (with 1 backflow device)	\$15.00))
Medical Gas Outlet	\$13.00 (((\$15.00))
((Miscellaneous (items not covered elsewhere)	\$15.00))
Sewage Ejector	\$13.00 (((\$15.00))
((Shower	\$15.00
Sink	\$15.00
Toilet	\$15.00
Urinal	\$15.00
Utility Sink	\$15.00))
Vacuum Breaker/Backflow Device	\$13.00 (((\$15.00))
((Water Softener	\$15.00))
Miscellaneous (plumbing not covered elsewhere)	\$13.00
<i>Water Heaters are covered within Mechanical Permit Fees</i>	
Code Enforcement: Existing Building and Conservation Code Fees	
General: Bill equal to all costs and expenses incurred by City	Cost Incurred
Boarding and Securing	Cost Incurred
Property Monitoring	\$300.00
Annual Hearing Processing Fee - First Year	\$2,000.00
Annual Hearing Processing Fee - Each Subsequent Year	\$5,000.00
Code Enforcement: Obstruction From Vegetation and Debris Fees	
Vegetation and Debris Abatement	Cost Incurred
Vegetation and Debris Abatement Surcharge	\$250.00
Code Enforcement: Existing Building and Conservation Code Fees	
Annual Foreclosure Property Registration Fee	\$350.00
Sidewalk Café Fees	
Sidewalk Café Annual Fee	\$150.00

Site Modification Review Fee	\$275.00
Initial Review Fee	\$300.00
<u>Parklets and Streateries</u>	
Annual License Fee	\$150.00
Site Modification Review Fee	\$275.00 (\$300.00)
Initial Review Fee	\$300.00
Refundable Cash Bond	\$1,000.00
2-hour zone per square foot per month	\$3.04
4-hour and all-day zones per square foot per month	\$2.05
Time-restricted fee parking	\$1.05
((Devise)) Device Removal and Replacement Fee - Single Space Meter	\$60.00
((Devise)) Device Removal and Replacement Fee - Dual Space Meter	\$120.00
((Devise)) Device Removal and Replacement Fee - Kiosk	\$500.00
<u>Streets and Airspace Fees</u>	
Skywalk Application to Hearing Examiner	\$7,160.00
Skywalk Annual Inspection	\$588.00
Skywalk Renewal (within 20 years of permit issuance)	\$2,290.00
Street Address Assignment	\$15.00
Street Address Change	\$61.00
ROW Obstruction: Dumpster or Temp Storage Unit (Pod) <u>per 15-day period</u>	\$150.00
ROW Obstruction: Long-term (more than 20 days) <u>per square foot per month</u>	\$0.20
ROW Obstruction: With Excavation 1-3 Days	\$150.00
ROW Obstruction: With Excavation Each Additional Day	\$25.00
ROW Obstruction: No Excavation 1-3 Days	\$40.00
ROW Obstruction: No Excavation Each Additional Day	\$20.00
Master Annual Permit	Expense based
Obstruction W/O Permit or Exempt Notification	\$500.00
Work Beyond Scope of Permit	\$250.00
No Fee for Activities Done Under City Contract	\$0.00
Traffic Control Plan Review Fee	\$78.00
Building Move Permit	\$172.00
Road Oiling (and other dust palliatives)	\$156.00
Street Vacation Application Fee	\$623.00
Approach Permit: Commercial	\$52.00
Approach Permit: Residential Driveway	\$31.00
IT Plan Review for Fiber Projects	\$95 per hour
<u>House Move Rescheduling Fee – This is an additional processing fee assessed for house moves that are rescheduled after arrangements for staff had already been made.</u>	\$65.00
<u>Oversize or Overweight Movements</u>	
Oversize Load - Per 30 Days or fraction of	\$78.00
Overweight Load (on specified route) - Per 30 Days or fraction of	\$117.00
Superload - Per Trip	\$117.00
((Private-Construction-Plan-Review-and-Inspection))	

(Engineering) Private Construction Plan Review Fee Table:	
\$1 - \$10,000 Job Value Fee	\$300.00
\$10,001 - \$50,000 Job Value Fee - Base	\$300.00
\$10,001 - \$50,000 Job Value Fee - Variable for each \$1,000 over \$10,000	\$15.00
\$50,001 - \$100,000 Job Value Fee - Base	\$900.00
\$50,001 - \$100,000 Job Value Fee - Variable for each \$1,000 over \$50,000	\$13.00
\$100,001 - \$500,000 Job Value Fee - Base	\$1,550.00
\$100,001 - \$500,000 Job Value Fee - Variable for each \$1,000 over \$100,000	\$10.50
\$500,001 - \$1,000,000 Job Value Fee - Base	\$5,750.00
\$500,001 - \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$500,000	\$9.50
Over \$1,000,000 Job Value Fee - Base	\$10,500.00
Over \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$1,000,000	\$8.75
Additional Review (for excessive plan changes)	\$115 per hour
On-Site Water Systems Review Fee - outside City limits or no bldg permit	\$250.00
On-Site Sanitary Sewer Systems Review - outside City limits or no bldg permit	\$250.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Base	\$400.00
Standard (Simple) Stormwater Systems Review: Under 10 lots - Variable per lot	\$10.00
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Base	\$500.00
Standard (Simple) Stormwater Systems Review: 10 - 100 lots - Variable per lot	\$10.00
Standard (Simple) Stormwater Systems Review: Over 100 lots - Base	\$700.00
Standard (Simple) Stormwater Systems Review: Over 100 lots - Variable per lot	\$10.00
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	\$250.00
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	\$500.00
Complex Stormwater Systems Review: Under 10 lots - Base	\$500.00
Complex Stormwater Systems Review: Under 10 lots - Variable per lot	\$10.00
Complex Stormwater Systems Review: 10 - 100 lots - Base	\$750.00
Complex Stormwater Systems Review: 10 - 100 lots - Variable per lot	\$15.00
Complex Stormwater Systems Review: Over 100 lots - Base	\$1,000.00
Complex Stormwater Systems Review: Over 100 lots - Variable per lot	\$15.00
Stormwater Review Fee Up to 2 acres - outside City limits or no bldg permit	\$500.00
Stormwater Review Fee Over 2 acres - outside City limits or no bldg permit	\$1,000.00
Storm Sewer Review - in accordance with subsection (A) above.	No Charge
Waiver or Variance Review	\$115.00
Site Development Plan Review	\$250.00
Traffic Impact Analysis Review Fee	\$200.00
Hydraulic Analysis Review Fee	\$580.00
(Engineering) Private Construction Inspection Fee Table:	
\$1 - \$5,000 Job Value Fee	\$500.00
\$5,001 - \$10,000 Job Value Fee	\$1,000.00
\$10,001 - \$50,000 Job Value Fee - Base	\$1,000.00
\$10,001 - \$50,000 Job Value Fee - Variable for each \$1,000 over \$10,000	\$25.00
\$50,001 - \$100,000 Job Value Fee - Base	\$2,000.00
\$50,001 - \$100,000 Job Value Fee - Variable for each \$1,000 over \$50,000	\$20.00
\$100,001 - \$500,000 Job Value Fee - Base	\$3,000.00
\$100,001 - \$500,000 Job Value Fee - Variable for each \$1,000 over \$100,000	\$15.00
\$500,001 - \$1,000,000 Job Value Fee - Base	\$9,000.00

\$500,001 - \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$500,000	\$10.00
Over \$1,000,000 Job Value Fee - Base	\$14,000.00
Over \$1,000,000 Job Value Fee - Variable for each \$1,000 over \$1,000,000	\$5.00
Non-Typical, Specialty Project Inspection	\$115.00
Non-Typical, Specialty Project Overtime Inspection	1.5x the Inspection Fee(s)
Non-Typical, Specialty Project Survey Crew Inspection	\$115.00
Non-Typical, Specialty Project Survey Crew Overtime Inspection	1.5x the Inspection Fee(s)
<u>Multi-Family Housing Property Tax Incentive Program</u>	
Multi-Family Tax Exemption (MFTE) Application	\$1,000.00
MFTE Extension Application	\$1,000.00
MFTE Final Certificate	\$2,000.00
MFTE Final Certificate Conversion from 12 to 8 year	\$500.00
<u>Shorelines Management</u>	
\$2,500 - \$10,000 Project Value Fee	\$1,200.00
\$10,001 - \$50,000 Project Value Fee	\$1,600.00
\$50,001 - \$250,000 Project Value Fee	\$3,000.00
\$250,001 - \$1,000,000 Project Value Fee	\$5,800.00
Over \$1,000,000 Project Value Fee - Base	\$7,000.00
Over \$1,000,000 Project Value Fee - Variable	0.1% of project valuation
Variance Fee	\$2,300.00
Conditional Use Fee	\$2,000.00
Pre-Submittal Review	\$600.00
Shoreline Exemption Fee	\$600.00
Permit Amendment Fee	80% of fee in this schedule
<u>Plats</u>	
Long Plat: One-Year Extension of Preliminary Approval	\$500.00
Long Plat: Phasing of Approved Preliminary Plat	\$600.00
Long Plat: Vacation	\$800.00
Final Long Plat - Base	\$3,305.00
Final Long Plat - Additional fee per lot	\$30.00
Long Plat: Alteration of Approved Preliminary or Final Long Plat	80% of fee in this schedule
Short Plat: One-Year Extension One-Year Extension of Preliminary Approval	\$500.00
Short Plat: Phasing of Approved Preliminary Plat	\$600.00
Short Plat: Vacation	\$800.00
Final Short Plat Filing Fee	\$2,271.00
Final Short Plat Filing Fee - Additional fee per lot	\$30.00
Final Short Plat Filing Fee with Minor Engineering Review	\$350.00
Final Short Plat Filing Fee with Minor Engineering Review - Additional fee per lot	\$30.00
Short Plat: Alteration of Approved Preliminary or Final Short Plat	80% of fee in this schedule

Binding Site Plan: One-Year Extension of Preliminary Approval	\$500.00
Final Binding Site Plan	\$2,970.00
Final Binding Site Plan - fee per additional acre	\$30.00
Binding Site Plan: Alteration of Approved Preliminary or Final	80% of fee in this schedule
Boundary Line Adjustment Filing Fee	\$370.00
Street Name Change	\$2,500.00
Public Hearing for Other Matters	\$1,895.00
Use of Planning Staff Not Covered by Plat Fees	\$115.00
Concurrency Inquiry Application	\$200.00
Zoning	
Staff Preparation of Notification Map and Associated Documents	\$207.00
Type I Application	\$1,085.00
Type II Application	\$4,325.00
Type II Application - per additional acre	\$60.00
Type II Application with Minor Engineering Review	\$1,085.00
Type III Application	\$4,590.00
Type III Application - per additional acre	\$215.00
Site Plan Review and/or Modification	\$815.00
Site Plan Review and/or Modification - per additional 10 acres	\$550.00
Planned Unit Development (PUD) Bonus Density	\$880.00
Final PUD	\$3,295.00
Temporary Use Permit	\$675.00
Floodplain Development Permit	\$1,139.00
Floodplain Development Permit -per additional acre	\$55.00
Formal Written Interpretation of Zoning Code	\$727.00
Public Hearing for Other Matters	\$1,895.00
Use of Planning Staff Not Covered by Above Fees - Hourly	\$115.00
Zoning Verification Letter	\$115.00
Design Review	
Design Review by Urban Design Staff	\$600.00
Design Review by Design Review Board	\$1,275.00
Comprehensive Plan and Land Use Code Amendments	
Threshold Review Fee	\$500.00
Comp Plan, Map, Text, or other Land Use Code Amendment - Base	\$7,000.00
Comp Plan, Map, Text, or other Land Use Code Amendment - Variable per additional 10 acres	\$1,075.00
Use of Planning Staff Not Covered by Above Fees	\$115.00
Formal Written Interpretation of Comp Plan	\$1,075.00
Short Term Rental License Fee	
Registration for STR - Residential Zone - Application	\$200.00
Registration for STR - Residential Zone - Renewal	\$100.00
Registration for STR - Other Zone - Application	\$300.00
Registration for STR - Other Zone - Renewal	\$150.00 ((\$100.00))

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/18/2025

Clerk's File #

ORD C36650

Cross Ref #**Project #****Council Meeting Date:** 03/24/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0520 INTERGOVERNMENTAL PURCHASE CONTRACTS & INTERLOCAL

Agenda Wording

An ordinance relating to Intergovernmental Purchase Contracts and Interlocal Purchase Agreements; amending Section 07.06.140; repealing Section 07.06.261 of the Spokane Municipal Code.

Summary (Background)

The Director of Purchasing and Contracts is authorized and encouraged by the City Council under SMC 07.06.140 to enter into joint intergovernmental purchasing agreements that secure favorable procurements for the City. SMC 07.06.261 authorizes the City Administrator to sign intergovernmental/interlocal purchasing agreements. This proposed ordinance seeks to combine these two sections, update the correct title of the Director of Purchasing and Contracts, and clarify that the City Administrator's designee such as the Director of Purchasing and Contracts is authorized to enter into intergovernmental purchasing agreements.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		amcdaniel@spokanecity.org	
jnechanicky@spokanecity.org			

ORDINANCE NO. C36650

An ordinance relating to Intergovernmental Purchase Contracts and Interlocal Purchase Agreements; amending Section 07.06.140; repealing Section 07.06.261 of the Spokane Municipal Code.

WHEREAS, the Director of Purchasing and Contracts is authorized and encouraged by the City Council under SMC 07.06.140 to enter into joint intergovernmental purchasing agreements that secure favorable procurements for the City; and

WHEREAS, SMC 07.06.261 authorizes the City Administrator to sign intergovernmental/interlocal purchasing agreements; and

WHEREAS, this proposed ordinance seeks to combine these two sections, update the correct title of the Director of Purchasing and Contracts, and clarify that the City Administrator's designee such as the Director of Purchasing and Contracts is authorized to enter into intergovernmental purchasing agreements.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.06.140 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.140 Intergovernmental Purchase Contracts – Interlocal Purchase Agreements

- A. The ~~((Contracts and Purchasing Director))~~ Director of Purchasing and Contracts is encouraged to enter into joint or pooled purchase contracts with the state of Washington and other governmental units.
- B. The City Council may authorize the purchase of goods, services or public works without public bidding from a contract available through:
 1. the Washington State Purchasing Cooperative; or
 2. another governmental unit whenever the ~~((Contracts and Purchasing Director))~~ Director of Purchasing and Contracts and using department have shown that the procurement meets the City's requirements and represents the most favorable procurement for the City considering price and other evaluation factors.

3. Individual or blanket purchases made via interlocal or cooperative purchase agreements shall be subject to City Council approval to the extent otherwise required under this Chapter.

C. The City Administrator or their designee, in a representative capacity for the Mayor, may execute interlocal purchase agreements with other agencies and entities and join cooperative purchasing programs without individual Council approval of each agreement.

D. The Clerk is authorized to attest such signatures.

Section 2. That Section 07.06.261 (Interlocal Purchase Agreements) of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/17/2025

Committee Agenda type: Discussion

Date Rec'd

3/12/2025

Clerk's File #

ORD C36659

Cross Ref #

Project #

Council Meeting Date: 04/14/2025

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

KKLITZKE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

ORDINANCE AMENDING DESIGNATED TRUCK ROUTES

Agenda Wording

An ordinance relating to designated truck routes; amending Section 12.08.020 of the Spokane Municipal Code.

Summary (Background)

This ordinance is a clean-up of our designated truck routes. It was last updated in 1995. It adds and removes the following: • Changes Fort George Wright to Whistalks Way • Changes SR (state route) to U.S. or I (interstate) Adds: • Deer Heights Road from 12th Avenue to 21st Avenue • Electric Avenue and 53rd Avenue from Hayford Road to Geiger Blvd • Flint Road from city limits to Airport Drive • Hayford Road from Electric Avenue to McFarlane Road • Martin Luther King Jr. Blvd from Division to Trent • U.S. 2 from Deer Heights Road to I-90 • US 395 from city limits to Wellesley • 21st Avenue from west city limits to Technology Blvd. Changes: • Trent Avenue from Division to east city limits to "Trent Avenue from Hamilton to east city limits • Removes areas of Haven/Market that parallel US 395

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	GBYRD		
Distribution List			
		amcdaniel@spokanecity.org	

ORDINANCE NO. C36659

An ordinance relating to designated truck routes; amending Section 12.08.020 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.08.020 of Chapter 12.08 of the Spokane Municipal Code is amended to read as follows:

Section 12.08.020 Truck Routes Designated

The driver of every:

- A. truck carrying an over-legal load under a state or county permit, and
- B. truck and trailer or truck and semitrailer combination used in intercity or interstate hauling must operate over any of the following streets exclusively while in the ((City)) city and must take the most direct route between such truck routes and destination points:
 - 1. ~~Altamont Street between Mallon Avenue and Desmet Avenue.~~
 - 2. ~~Ash Street via the Maple Street Bridge; Maple Street, Walnut Place, Cedar Street, and High Drive between Francis Avenue and 29th Avenue, southbound.~~
 - 3. ~~Assembly Street between the junction of Nine Mile Road and Francis Avenue and Northwest Boulevard.~~
 - 4. ~~Bernard Street northbound from First Avenue eastbound to Sprague Avenue.~~
 - 5. ~~Boone Avenue between Regal Street and Greene Street.~~
 - 6. ~~Broadway Avenue via Springfield Avenue between Freya Street and the east City limits.~~
 - 7. ~~Browne Street between Spokane Falls Boulevard and SR-90, southbound.~~
 - 8. ~~Buckeye Avenue via North Foothills Drive and Euclid Avenue between Washington Street and Market Street.~~
 - 9. ~~Cedar Street via High Drive between Walnut Place and 29th Avenue.~~
 - 10. ~~Crestline Street between Trent Avenue and Mallon Avenue.~~

- ~~11. Desmet Avenue between Altamont Street and Nelson Street.~~
- ~~12. Division Street (SR-2, SR-195, and SR-395) between the north City limits and SR-90.~~
- ~~13. Euclid Avenue via Buckeye Avenue and North Foothills Drive between Washington Street and Market Street.~~
- ~~14. Fort George Wright Drive between Government Way and T.J. Meenach Drive.~~
- ~~15. Francis Avenue from the junction of Nine Mile Road and Assembly Street to the east City limits.~~
- ~~16. Freya Street and Freya Way via Greene Street and Market Street (and Haven Street southbound) between Thor Place and the north City limits; and via Thor Place, Thor Street, Ray Place, and Ray Street between Greene Street and 29th Avenue; and between Wellesley Avenue and Francis Avenue.~~
- ~~17. Government Way between Fort George Wright Drive and Sunset Boulevard within the City limits.~~
- ~~18. Grand Boulevard via McClellan Street and 8th Avenue from High Drive to Washington Street, northbound; and via 9th Avenue from Stevens Street to High Drive, southbound.~~
- ~~19. Greene Street via Market Street (and Haven Street southbound) between Freya Way and the north City limits; and via Freya Way, Freya Street, Thor Place, Thor Street, Ray Place, and Ray Street between Market Street and 29th Avenue; and via Ralph Street between Boone Avenue and Trent Avenue; and from Mission Avenue to Boone Avenue, southbound.~~
- ~~20. Hatch Road from the junction of 44th Avenue and Scott Street to 57th Avenue.~~
- ~~21. Haven Street (coupled with Market Street) from Columbia Avenue to Lacrosse Avenue, southbound.~~
- ~~22. High Drive via Cedar Street, Walnut Place, Walnut Street, and Maple Street between the north City limits and 29th Avenue; and between Grand Boulevard and the junction of Scott Street and 43rd Avenue.~~
- ~~23. Indian Trail Road between the north City limits and Francis Avenue.~~
- ~~24. The James E. Keefe Bridge between SR-90 and Trent Avenue.~~
- ~~25. Lincoln Road between Division Street and the east City limits.~~

- ~~26. Lincoln Street (via Main Avenue) between SR-90 and the Monroe Street Bridge, northbound.~~
- ~~27. Main Avenue from Lincoln Street northbound to the Monroe Street Bridge.~~
- ~~28. Mallon Avenue between Crestline Street and Stone Street.~~
- ~~29. Maple Street between the Maple Street Bridge and Francis Avenue, northbound; and between the Maple Street Bridge and Walnut Place, southbound.~~
- ~~30. Market Street (and Haven Street southbound) via Greene Street, Freya Way, Freya Street, Thor Place, Thor Street, Ray Place, and Ray Street between the north City limits and 29th Avenue.~~
- ~~31. Maxwell Avenue via Mission Avenue, and Trent Avenue and Trent Road between Ash Street and the east City limits.~~
- ~~32. McClellan Street northbound via 8th Avenue from Grand Boulevard to Washington Street.~~
- ~~33. T.J. Meenach Drive and Bridge between Fort George Wright Drive and Northwest Boulevard.~~
- ~~34. Mission Avenue via Trent Avenue and Trent Road from Maxwell Avenue to the east City limits; and via Maxwell Avenue from Ash Street to Trent Avenue.~~
- ~~35. Monroe Street between the north City limits and the Monroe Street Bridge; and between the Monroe Street Bridge and SR-90, southbound (coupled with Lincoln Street and Main Avenue northbound).~~
- ~~36. Nelson Street via Regal Street between Trent Avenue and Mission Avenue.~~
- ~~37. The Newport Highway (SR-2 and SR-195) between Division Street and the north City limits.~~
- ~~38. Nine Mile Road between the north City limits and the junction of Assembly Street and Francis Avenue.~~
- ~~39. North Foothills Drive via Euclid Avenue from Buckeye Avenue to Market Street; and via Buckeye Avenue from Washington Street to Euclid Avenue.~~
- ~~40. Northwest Boulevard between Assembly Street and Monroe Street.~~
- ~~41. The Palouse Highway between Regal Street and the south City limits.~~
- ~~42. Ralph Street via Greene Street between Boone Avenue and Trent Avenue.~~
- ~~43. Ray Street and Ray Place between Thor Street and 29th Avenue; and via Thor Street, Thor Place, Freya Street, Freya Way, Greene Street, and~~

~~Market Street (and Haven Street southbound) between the north City limits and 29th Avenue.~~

~~44. Regal Street between 29th Avenue and the Palouse Highway; and via Nelson Street from Trent Avenue to Mission Avenue.~~

~~45. Scott Street between 43rd Avenue and Hatch Road.~~

~~46. Spokane Falls Boulevard between Division Street and Browne Street, westbound.~~

~~47. Sprague Avenue between Bernard Street and the east City limits and between Bernard Street and Maple Street, westbound.~~

~~48. Springfield Avenue via Broadway Avenue between Freya Street and the east City limits.~~

~~49. SR-90 between the west City limits and the east City limits.~~

~~50. SR-195 between SR-90 and the south City limits.~~

~~51. Stevens Street via 9th Avenue between the Washington Street Bridge and Grand Boulevard, southbound.~~

~~52. Sunset Boulevard via Second Avenue from Maple Street to the west City limits westbound; and via Third Avenue from the west City limits to Maple Street eastbound.~~

~~53. Thor Place and Thor Street via Ray Place, and Ray Street between Freya Street and 29th Avenue; and via Freya Street, Freya Way, Greene Street, and Market Street (and Haven Street southbound) between the north City limits and Ray Place.~~

~~54. Trent Avenue and Trent Road between Division Street and the east City limits.~~

~~55. Walnut Place and Walnut Street between the Maple Street Bridge and Cedar Street.~~

~~56. Washington Street via McClellan Street and 8th Avenue from Grand Boulevard to the Washington Street Bridge, northbound; and between the Washington Street Bridge and Buckeye Avenue.~~

~~57. Wellesley Avenue between Assembly Street and Havana Street.~~

~~58. First Avenue via Bernard Street from Maple Street to Sprague Avenue, eastbound.~~

~~59. Second Avenue between Freya Street and Sunset Boulevard, westbound.~~

~~60. Third Avenue between Sunset Boulevard and the east City limits, eastbound.~~

~~61. Eighth Avenue westbound via McClellan Street from Grand Boulevard to Washington Street, northbound.~~

~~62. Ninth Avenue eastbound between Stevens Street and Grand Boulevard, southbound.~~

~~63. 29th Avenue between High Drive and the east City limits.~~

~~64. 43rd Avenue between High Drive and Scott Street.~~

~~65. 57th Avenue between Hatch Road and the east City limits.~~

Street	Direction
21 st Avenue	from west City limits to Technology Boulevard
29th Avenue	between High Drive and the east City limits
43rd Avenue	between High Drive and Scott Street
57th Avenue	between Hatch Road and the east City limits
Altamont Street	between Mallon Avenue and Desmet Avenue
Ash Street	via the Maple Street Bridge; Maple Street, Walnut Place, Cedar Street, and High Drive between Francis Avenue and 29th Avenue, southbound
Assembly Street	between the junction of Nine Mile Road and Francis Avenue and Northwest Boulevard
Bernard Street	northbound from First Avenue eastbound to Sprague Avenue
Boone Avenue	between Regal Street and Greene Street
Broadway Avenue	via Springfield Avenue between Freya Street and the east City limits
Browne Street	between Spokane Falls Boulevard and I-90, southbound
Buckeye Avenue	via North Foothills Drive and Euclid Avenue between Washington Street and Market Street
Cedar Street	via High Drive between Walnut Place and 29th Avenue
Crestline Street	between Trent Avenue and Mallon Avenue
Deer Heights Road	from 12 th Avenue to 21 st Avenue

Desmet Avenue	between Altamont Street and Nelson Street
Division Street (U.S. 2, U.S.195, and U.S. 395)	between the north City limits and I-90
Eighth Avenue westbound	via McClellan Street from Grand Boulevard to Washington Street, northbound
Electric Avenue	via 53 rd Avenue from Hayford Road to Geiger Boulevard
Euclid Avenue	via Buckeye Avenue and North Foothills Drive between Washington Street and Market Street
First Avenue	via Bernard Street from Maple Street to Sprague Avenue, eastbound
Flint Road	from City limits to Airport Drive
Francis Avenue	from the junction of Nine Mile Road and Assembly Street to the east City limits
Freya Street and Freya Way	via Greene Street and Market Street (and Haven Street southbound) between Thor Place and Wellesley Avenue; and via Thor Place, Thor Street, Ray Place, and Ray Street between Greene Street and 29th Avenue;
Geiger Boulevard	From west City limits to Sunset Boulevard
Government Way	between Whistalks Ways and Sunset Boulevard within the City limits
Grand Boulevard	via McClellan Street and 8th Avenue from High Drive to Washington Street, northbound; and via 9th Avenue from Stevens Street to High Drive, southbound
Greene Street	via Market Street (and Haven Street southbound) between Freya Way and the north City limits; and via Freya Way, Freya Street, Thor Place, Thor Street, Ray Place, and Ray Street between Market Street and 29th Avenue; and via Ralph Street between Boone Avenue and Trent Avenue; and from Mission Avenue to Boone Avenue, southbound
Hatch Road	from the junction of 44th Avenue and Scott Street to 57th Avenue
Haven Street (coupled with Market Street)	from Wellesley Avenue to Lacrosse Avenue, southbound
Hayford Road	from Electric Avenue to McFarlane Road
High Drive	via Cedar Street, Walnut Place, Walnut Street, and Maple Street between the

	north City limits and 29th Avenue; and between Grand Boulevard and the junction of Scott Street and 43rd Avenue
I-90	between the west City limits and the east City limits
Indian Trail Road	between the north City limits and Francis Avenue
James E. Keefe Bridge	between I-90 and Trent Avenue
Lincoln Road	between Division Street and the east City limits
Lincoln Street (via Main Avenue)	between I-90 and the Monroe Street Bridge, northbound
Main Avenue	from Lincoln Street northbound to the Monroe Street Bridge
Mallon Avenue	between Crestline Street and Stone Street
Maple Street	between the Maple Street Bridge and Francis Avenue, northbound; and between the Maple Street Bridge and Walnut Place, southbound
Market Street (and Haven Street southbound)	via Greene Street, Freya Way, Freya Street, Thor Place, Thor Street, Ray Place, and Ray Street between Wellesley Avenue and 29th Avenue
Martin Luther King Jr Boulevard	from Division Street to Trent Avenue
Maxwell Avenue	via Mission Avenue, and Trent Avenue and Trent Road between Ash Street and the east City limits
McClellan Street	northbound via 8th Avenue from Grand Boulevard to Washington Street
Mission Avenue	via Trent Avenue and Trent Road from Maxwell Avenue to the east City limits; and via Maxwell Avenue from Ash Street to Trent Avenue
Monroe Street	between the north City limits and the Monroe Street Bridge; and between the Monroe Street Bridge and I-90, southbound (coupled with Lincoln Street and Main Avenue northbound)
Nelson Street	via Regal Street between Trent Avenue and Mission Avenue
Newport Highway (U.S. 2 and U.S. 195)	between Division Street and the north City limits
Nine Mile Road	between the north City limits and the junction of Assembly Street and Francis Avenue

Ninth Avenue eastbound	between Stevens Street and Grand Boulevard, southbound
North Foothills Drive	via Euclid Avenue from Buckeye Avenue to Market Street; and via Buckeye Avenue from Washington Street to Euclid Avenue
Northwest Boulevard	between Assembly Street and Monroe Street
Palouse Highway	between Regal Street and the south City limits
Ralph Street	via Greene Street between Boone Avenue and Trent Avenue
Ray Street and Ray Place	between Thor Street and 29th Avenue; and via Thor Street, Thor Place, Freya Street, Freya Way, Greene Street, and Market Street (and Haven Street southbound) between the north City limits and 29th Avenue
Regal Street	between 29th Avenue and the Palouse Highway; and via Nelson Street from Trent Avenue to Mission Avenue
Scott Street	between 43rd Avenue and Hatch Road
Second Avenue	between Freya Street and Sunset Boulevard, westbound
Spokane Falls Boulevard	between Division Street and Browne Street, westbound
Sprague Avenue	between Bernard Street and the east City limits and between Bernard Street and Maple Street, westbound
Springfield Avenue	via Broadway Avenue between Freya Street and the east City limits
Stevens Street	via 9th Avenue between the Washington Street Bridge and Grand Boulevard, southbound
Sunset Boulevard	via Second Avenue from Maple Street to the west City limits westbound; and via Third Avenue from the west City limits to Maple Street eastbound
T.J. Meenach Drive and Bridge	between Whistalks Way and Northwest Boulevard
Third Avenue	between Sunset Boulevard and the east City limits, eastbound
Thor Place and Thor Street	via Ray Place, and Ray Street between Freya Street and 29th Avenue; and via Freya Street, Freya Way, Greene Street, and Market Street (and Haven Street

	southbound) between the north City limits and Ray Place
Trent Avenue and Trent Road	from Hamilton Street to the east City limits
U.S. 2	from Deer Heights Road to I-90
U.S. 195	between I-90 and the south City limits
U.S. 395	from city limits to Wellesley
Walnut Place and Walnut Street	between the Maple Street Bridge and Cedar Street
Washington Street	via McClellan Street and 8th Avenue from Grand Boulevard to the Washington Street Bridge, northbound; and between the Washington Street Bridge and Buckeye Avenue
Wellesley Avenue	between Assembly Street and Havana Street
Whistalks Way	between Government Way and T.J. Meenach Drive

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/20/2025

Clerk's File #

ORD C36666

Cross Ref #**Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

VIRGINIA 625-6714

Requisition #**Contact E-Mail**

VRAMOS@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320 - ORDINANCE EXPANDING FAIR CHANCE HIRING PRACTICES

Agenda Wording

An ordinance titled "Ban The Address" and expanding fair chance hiring practices, and amending sections 9.02.010 through 9.02.050 and sections 9.03.010 and 9.03.020 of the Spokane Municipal Code.

Summary (Background)

This ordinance expands fair chance hiring practices, ensuring that qualified job applicants are not excluded from an applicant pool due to not having a brick-and-mortar address, or as a result of housing status. Houseless job applicants have confronted discrimination when they provide the address of a shelter or a PO box. Banning the address would discourage employers from inquiring about an applicant's address or residency history until after granting a provisional offer of employment.

What impacts would the proposal have on historically excluded communities?

This ordinance would add protections for historically excluded communities by ensuring they have unfettered access to job applications as it relates to housing status.

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

Not applicable

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

This ordinance will become a part of the Spokane Municipal Code if it is adopted. Data will be collected through reports from city citizens that employers are mandating they report housing status or address.

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

In Spokane We All Belong. This ordinance provides an equal opportunity for all citizens of the City of Spokane to apply for a job.

Council Subcommittee Review

Not reviewed by any subcommittee. Not applicable.

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
No fiscal impacts are anticipated under the ordinance			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
N/A			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
Distribution List			

Committee Briefing Paper

Finance & Administration Committee

Committee Date	March 24, 2025
Submitting Department	City Council
Contact Name	Paul Dillon
Contact Email & Phone	pdillon@spokanecity.org
Council Sponsor(s)	Dillon, Cathcart, Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This ordinance expands fair chance hiring practices, ensuring that qualified job applicants are not excluded from an applicant pool due to not having a brick-and-mortar address, or as a result of housing status. Houseless job applicants have confronted discrimination when they provide the address of a shelter or a PO box. Banning the address would discourage employers from inquiring about an applicant's address or residency history until after granting a provisional offer of employment.</p>

Fiscal Impact

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

Total Cost: [Click or tap here to enter text.](#)

Current year cost: 0

Subsequent year(s) cost: 0

Narrative: There is no identified costs as a result of this ordinance.

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

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

- What impacts would the proposal have on historically excluded communities?

This ordinance would add protections for historically excluded communities by ensuring they have unfettered access to job applications as it relates to housing status.

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

N/A

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

This ordinance will become a part of the Spokane Municipal Code if it is adopted. Data will be collected through reports from city citizens that employers are mandating they report housing status or address.

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

In Spokane We All Belong. This ordinance provides an equal opportunity for all citizens of the City of Spokane to apply for a job.

Council Subcommittee Review

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

This ordinance will be introduced to the Finance and Administration Committee.

ORDINANCE NO. C36666

An ordinance titled “Ban The Address” and expanding fair chance hiring practices and amending sections 9.02.010 through 9.02.050 and sections 9.03.010 and 9.03.020 of the Spokane Municipal Code.

WHEREAS, the City of Spokane knows the issue of homelessness is one of the most pressing and complex situations encountered by our society; and

WHEREAS, in developing public policy to address homelessness, emphasis should be given to attending to the basic needs of the unhoused while preserving the dignity of these individuals and their circumstances; and

WHEREAS, unhoused and homeless individuals represent a diverse range of ages, education and backgrounds, and vary in their unmet basic needs, talents and dreams, but all are possessed of inner and outer strengths that can be harnessed to improve their situation and benefit society as a whole; and

WHEREAS, respect for the dignity of human beings and equality before the law are principles which are fundamental and nonexpendable to guarantee the common good and healthy community living as people; and

WHEREAS, research consistently reveals that one of the primary cause of homelessness includes unemployment; and

WHEREAS, many people experiencing homelessness desire to have a job and are often disqualified because of their housing status, leading to the outcome that people experiencing homelessness are unemployed or underemployed at disproportionately high rates; and

WHEREAS people experiencing homelessness are typically at a disadvantage when applying for employment due to the stigma of being unhoused; and

WHEREAS, some questions on job applications often disqualify or deter job seekers that are houseless, and;

WHEREAS, there are local organizations in the City of Spokane that provide assistance by allowing people who are unhoused to use their address or P.O. box for the purpose of gaining employment; and

WHEREAS, the City of Spokane should reassert its commitment to the constitutional principle that all people are equal before the law and that there must be no employment discrimination whatsoever on the basis of protected status as recognized in state and federal law, and in the Spokane Municipal Code; and

WHEREAS, the City of Spokane wishes to remove unfair barriers to employment of homeless individuals and expand protections for people who are unhoused, and allow for a more expansive opportunity for gainful employment.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 9.02.010 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.010 Findings

The City of Spokane finds that many qualified job applicants who have some kind of criminal record simply cannot obtain employment due to early screening or advertising which excludes them from the applicant pool. Many individuals who have criminal records could show themselves to be both highly qualified and well-suited for employment in an interview, yet many do not even reach that stage due to screening criteria which make those with criminal records immediately disqualified for work. People with criminal records who cannot find work are forced to rely on public assistance and may be more likely than those who can secure work to re-offend.

The City of Spokane further finds that some individuals experiencing homelessness have faced barriers in seeking employment that arise from their housing status. It is a priority that the City invest and commits to reducing the impacts of homelessness in the community and also consider that the greatest way out of homelessness is a job, dignity, and purpose. The city has determined that employment discrimination solely based on housing status cannot be allowed.

Section 2. That section 9.02.020 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.020 Purpose

- A. The City of Spokane intends to ensure that people who have completed a sentence for a past criminal conviction are not forever branded as unworthy or unable to participate in the life of the community, a central part of which is the ability to compete for employment in Spokane.
- B. The City of Spokane intends to also ensure that housing status does not brand individuals as unworthy or unable to participate in the life of the community, a central part of which is the ability to compete for employment in Spokane.
- ~~((B))~~ C. The City intends to ensure that all employers have clear guidance on when they can inquire about criminal records of job applicants, in an effort to provide predictability, certainty, and fairness to both employers and job applicants.
- ~~((C))~~ D. The City intends to assure employers that they may still conduct criminal background checks necessary for their specific employment purposes, and to set certain minimum and non-intrusive standards for doing so.
- E. Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, or its officers, employees or agents for any injury or damage resulting from or by reason of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City by its officers, employees or agents.

~~((E))~~ F. Nothing in this chapter shall constitute or be construed to create a private right of action under state law or form a basis for relief in the state courts. It is the intent of this chapter that all causes of action for violations of the chapter shall lie with the City of Spokane municipal court.

~~((F))~~ G. Nothing in this chapter shall be deemed to deny any person the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights.

Section 3. That section 9.02.030 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.030 Definitions

- A. "Arrest or Conviction Record" means any record or information about a citation or arrest for criminal conduct, including records relating to probable cause to arrest, and includes any record about a criminal or juvenile case filed with any court, whether or not such a case resulted in a finding of guilt, has been vacated, or overturned on appeal.
- B. "Employment" means any individual occupation, vocation, job, or work for pay, including temporary or seasonal work, and work through the services of a temporary or other employment agency.
- C. "Employer" means any individual, partnership, association, corporation, business trust, contractor, temporary staffing agency, training and apprenticeship program, job placement, referral and employment agency, or any person or group of persons acting directly or indirectly and within the city limits of Spokane, in the interest of an employer in relation to an employee; provided, however, that the term "employer" does not include: (i) the City of Spokane (which is covered under chapter 09.03, SMC); (ii) the United States, any agency or instrumentality of the United States, or any corporation wholly owned by the government of the United States; (iii) the State of Washington; (iv) Spokane County; or (v) any federally-recognized Indian tribe.
- D. "Homelessness" means not having a fixed or regular residence, including the state of being homeless or unhoused, living on the streets, in a shelter, or in a temporary residence.
- E. "Housing status" means the question whether a specific individual is experiencing homelessness.
- ~~((D))~~ F. "Otherwise qualified" means that the applicant meets the basic criteria for the position as set out in the advertisement or job description without taking into account housing status or the existence or absence of a criminal conviction or arrest record.

Section 4. That section 9.02.040 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.040 Applicability

- A. This chapter does not apply:
 - 1. to any employer hiring an employee who will have unsupervised access to children under the age of eighteen, a vulnerable adult as defined in RCW 74.34.020(21), or a vulnerable person as defined in RCW 9.96A.060;

2. to employers who are expressly permitted or required under any federal or Washington state law to inquire into, consider, or rely on information about an applicant's arrest or conviction record for employment purposes;
 3. to any General Authority Washington law enforcement agency as defined in RCW 10.93.020(1); or
 4. where criminal background checks are specifically permitted or required under state or federal law.
- B. Nothing in this chapter shall be construed to protect criminal conduct.
- C. Nothing in this chapter shall be interpreted or applied as imposing an obligation on the part of an employer to provide accommodations or job modifications in order to facilitate the employment or continued employment of an applicant with an arrest or conviction record or who is facing pending criminal charges.
- ((E)) D. Nothing in this chapter prohibits an employer from declining to hire an applicant with a criminal record or from terminating the employment of an employee with a criminal record.
- E. Nothing in this chapter shall be interpreted or applied as imposing an obligation on the part of an employer to provide accommodations or job modifications in order to facilitate the employment or continued employment of an individual experiencing homelessness.
- F. Nothing in this chapter prohibits an employer from declining to hire an applicant experiencing homelessness or from terminating the employment of an employee experiencing homelessness, if the termination or refusal to hire an applicant is not solely based on housing status.

Section 5. That section 9.02.050 of the Spokane Municipal Code is amended to read as follows:

Section 09.02.050 Prohibition

- A. No employer shall:
1. advertise applicable employment openings in a way that excludes people with arrest or conviction records from applying, such as using advertisements which state "no felons," "no criminal background," or which otherwise convey similar messages; provided, employers may advertise the requirement for a criminal history inquiry and/or background check during or after the interview process as long as such advertisement does not state that an arrest or conviction record will automatically preclude the applicant from consideration for employment;
 2. include any question in an application for applicable employment, inquire orally or in writing, receive information through a criminal history background check, or otherwise obtain information about an applicant's arrest or conviction record prior to an in-person, telephonic, or video interview or received a conditional offer of employment;

3. use, distribute, or disseminate an applicant's or employee's arrest or conviction record except as required or otherwise allowed by law;
 4. disqualify an applicant from applicable employment prior to an in-person, telephonic, or video interview solely because of a prior arrest or conviction unless the conviction is related to significant duties of the job or disqualification is otherwise allowed by this chapter; or
 5. reject or disqualify an applicant for failure to disclose a criminal record prior to initially determining the applicant is otherwise qualified for the position; or
 6. require an applicant to provide an address or residence history until after granting a provisional offer of employment, nor shall an employer reject or disqualify an applicant solely because the individual does not have a fixed or regular residence, or because the individual is homeless or unhoused, or because the individual lives on the street, in a shelter, or in a temporary residence, unless the individual's housing status has a bona fide and legitimate relation to the primary duties of the job and such rejection or disqualification would also violate state or federal employment laws or regulations; or
 7. include any question in an application or inquire orally or in writing any question related to housing status; provided it shall not be a violation of this section for an employer to include an opportunity for an applicant to provide a mailing address or other means of contacting an applicant as part of the application process.
- B. Nothing in this chapter prohibits an employer from inquiring into or obtaining information about a job applicant's criminal conviction or arrest record or background, and considering the information received regarding such record during an in-person, telephonic, or video interview, or after the conclusion of such a job interview, or after a conditional offer of employment, and using such information in a hiring decision.

Section 6. That section 9.03.010 of the Spokane Municipal Code is amended to read as follows:

Section 09.03.010 Purpose and Intent

The City of Spokane intends to ensure that its hiring practices for City employment provide applicants who are experiencing homelessness or who have criminal arrest or conviction records an equal opportunity to obtain employment with the City. ~~((This chapter is intended to implement guidance first published by the Equal Employment Opportunity Commission ("EEOC") over two decades ago and last updated in 2012, to ensure that the City of Spokane fully complies with federal law.))~~

Section 7. That section 09.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 09.03.020 Statement of Policy

A. No person may be disqualified from employment with the City due solely, or in part, to the existence of a prior criminal arrest or conviction, or prior felony conviction that occurred within the past ten (10) years, unless the crime for which the individual was convicted directly relates to the job position sought.

B. No person may be disqualified from employment with the City due solely, or in part, to their housing status unless it directly relates to the job position sought.

((B)) C. The City of Spokane's use of applicant criminal arrest and conviction information will be based solely on the relationship between the past felony conviction and the potential risk to the City and its employees, residents, customers, and contractors.

D. The City of Spokane will at all times comply with any federal or state law or regulation pertaining to background checks.

Section 8. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 9. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/24/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/20/2025

Clerk's File #

ORD C36667

Cross Ref #**Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

VIRGINIA 625-6714

Requisition #**Contact E-Mail**

VRAMOS@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON LNAVARRETE ZZAPPONE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320 -AN ORDINANCE RELATING TO PROTECTION OF LGBTQIA2S+

Agenda Wording

An Ordinance relating to protection of LGBTQIA2S+ Communities in Spokane, amending Sections 18.01.020 and 18.01.030, 18.02.030 of Title 18 of the Spokane Municipal Code; creating a new section 03.07.340 in Chapter 03.07 of the Spokane Municipal Code; and establishing an effective date.

Summary (Background)

This ordinance ensures equitable protections for LGBTQIA2S+ where it concerns discrimination, affirming the right to seek gender affirming care, ensuring that all of Spokane's residents feel safe and supported, periodic policy review to ensure inclusivity, equity and affirmation; defining "Gender Affirming Care", and "LGBTQIA2S+"; resource allocation related to an individuals sex or gender; and adding a new section that city provided health care shall extend coverage for the rights of individuals to seek health care services and gender-affirming treatment that is legal in Washington State.

What impacts would the proposal have on historically excluded communities?

This ordinance would add protections for historically excluded communities by ensuring they have equitable rights and access to services.

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

Not applicable

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

This ordinance will become a part of the Spokane Municipal Code if it is adopted. Data will be collected through city departments collection of information, and health benefits that are provided through the human resources department.

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

The official City motto is "In Spokane We All Belong." Consistent with the motto and the stated principle of city, this ordinance provides an equal opportunity for all citizens of the City of Spokane to access all services available.

Council Subcommittee Review

No subcommittee review.

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Fiscal impact has not been identified, although it is possible that assuring gender-affirming health care for City employees could result in additional employee coverage costs.			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		N/A	
<u>Funding Source Type</u>		Select	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>			
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			
<u>Distribution List</u>			

Committee Briefing Paper

Finance & Administration Committee

Committee Date	March 24, 2025
Submitting Department	City Council
Contact Name	Paul Dillon
Contact Email & Phone	pdillon@spokanecity.org
Council Sponsor(s)	Dillon, Zappone, Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This ordinance ensures equitable protections for LGBTQIA2S+ where it concerns discrimination, affirming the right to seek gender affirming care, ensuring that all of Spokane's residents feel safe and supported, periodic policy review to ensure inclusivity, equity and affirmation; defining "Gender Affirming Care", and "LGBTQIA2S+"; resource allocation related to an individuals sex or gender; and adding a new section that city provided health care shall extend coverage for the rights of individuals to seek health care services and gender-affirming treatment that is legal in Washington State.

Fiscal Impact

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

Total Cost: [Click or tap here to enter text.](#)

Current year cost: 0

Subsequent year(s) cost: 0

Narrative: There is no identified costs as a result of this ordinance.

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

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

- What impacts would the proposal have on historically excluded communities?

This ordinance would add protections for historically excluded communities by ensuring they have equitable rights and access to services.

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

N/A

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

This ordinance will become a part of the Spokane Municipal Code if it is adopted. Data will be collected through city departments collection of information, and health benefits that are provided through the human resources department.

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

In Spokane We All Belong. This ordinance provides an equal opportunity for all citizens of the City of Spokane to access all services available.

Council Subcommittee Review

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

This ordinance will be introduced to the Finance and Administration Committee.

Ordinance C36667

An Ordinance relating to protection of LGBTQIA2S+ Communities in Spokane, amending Sections 18.01.020 and 18.01.030, 18.02.030 of Title 18 of the Spokane Municipal Code; creating a new section 03.07.340 in Chapter 03.07 of the Spokane Municipal Code; and establishing an effective date.

WHEREAS, the City of Spokane is committed to fostering a community where all individuals are treated with dignity, equity, and respect, regardless of sexual orientation, gender identity, or gender expression; and

WHEREAS, LGBTQIA2S+ individuals face ongoing discrimination, violence, and systemic barriers that threaten their safety, well-being, and human rights; and

WHEREAS, transgender and gender expansive people in particular have been vilified in political advertisements; and, across the country, there continues to be legislation enacted that targets LGBTQIA2S+ communities, threatening access to healthcare, education, and basic protections under the law; and

WHEREAS, as of August 2024, 39.4% of trans youth aged 13-17, amounting to 118,300 individuals, are living in the 26 states that have passed bans on gender-affirming care; and

WHEREAS, by preventing doctors from providing this care or threatening to take children away from parents who support their child in their transition, these bills prevent transgender, non-binary, and gender-expansive youth from accessing medically necessary, safe health care backed by decades of research and supported by every major medical association, which collectively represent over 1.3 million US doctors; and

WHEREAS, the City of Spokane recognizes the inherent worth and equal rights of all people, including LGBTQIA2S+ individuals, and seeks to provide a safe and welcoming environment for those who reside in or visit our city; and

WHEREAS, Spokane Municipal Code Title 18 and state law currently offer protections for the LGBTQIA2S+ community against discrimination, including protections against discrimination based on gender identity and sexual orientation, and Spokane has continuously committed to protecting and advocating for the rights of LGBTQIA2S+ individuals by rejecting policies and actions that promote discrimination, harm, or inequality; and

WHEREAS, it is necessary to further revise Spokane Municipal Code to recognize the inherent risk to the LGBTQIA2S+ community in Spokane both from federal policies and from interjurisdictional legal processes emanating from states that do not recognize

LGBTQIA2S+ rights or which are working to deny such individuals access to essential medical care, including gender-affirming care;

NOW, THEREFORE, the City of Spokane does ordain as follows:

Section 1. That section 18.01.020 of Chapter 18.01 of the Spokane Municipal Code is amended as follows:

SMC 18.01.020 Purpose and Intent

- A. The City values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people regardless of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income. The City of Spokane expands its welcoming city commitment to include LGBTQIA2S+ people; affirming its commitment to ensuring that all individuals, regardless of the federal government's targeted oppression of LGBTQIA2S+ people, feel safe and supported.
- B. It is the intent of the City that all people have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in employment, housing, and public accommodations be removed. The City has a compelling interest in eradicating and preventing such discrimination and in ensuring equal opportunity in employment, housing, and public accommodations. This Title 18 represents the least restrictive means of achieving the City's objectives.
- C. The City of Spokane strongly believes in and affirms the right of individuals to seek, obtain, provide, or facilitate gender-affirming care that is legal in Washington State or in other states where it would be legal had it occurred in Washington State.
- D. To further combat discrimination in the Spokane community, it is necessary to direct that the City shall conduct regular reviews of its policies, practices, and public services to ensure they are inclusive, equitable, and affirming for LGBTQIA2S+ individuals.
- ((C)) E. The provisions of this Title 18 are to be broadly and liberally construed to effectuate this Title's remedial purpose and the City's legislative intent.

((D)) F. These sections are not intended to establish or require affirmative action or quotas of any kind, or to infringe upon the authority vested in the civil service commission and City departments pursuant to the City Charter.

((E)) G. By enacting this title, the City expresses its intent to ensure that Spokane generally, as well as the City itself, is free from bias or discrimination on the basis of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, and free from sexual harassment.

((F)) H. Nothing in this chapter shall constitute a cause of action under state law or form a basis for relief in the state courts. It is the intent of this chapter that all causes of action for violations of the chapter shall lie with the City of Spokane's Hearing Examiner, Municipal Court, or Superior Court, as specified in this Title 18.

((G)) I. Nothing in this Title 18 shall be deemed to deny any person the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights. Nothing in this Title 18 shall limit or expand any cause of action available to any person under federal or state law.

Section 2. That section 18.01.030 of Chapter 18.01 of the Spokane Municipal Code is amended as follows:

SMC 18.01.030 Definitions.

For purposes of this Title 18, the terms listed below have the specific meaning stated, unless the context clearly indicates another meaning.

- A. "Commission" means the Spokane Human Rights Commission.
- B. "Data management protocols" means the procedures governing how data collected by surveillance equipment will be retained, stored, indexed and accessed. Information comprising data management protocols includes, at a minimum, the information required in SMC 18.04.020.
- C. "Disability" means the presence of a sensory, mental, or physical impairment that, whether temporary or permanent, common or uncommon, mitigated or unmitigated, a limitation or not on the ability to work generally or work at a particular job, or a limitation or not on the ability to engage in any other activity within the scope of this Title 18:
 - 1. is medically cognizable or diagnosable; or
 - 2. exists as a record or history; or

3. is perceived to exist whether or not it exists in fact.
 4. For the purposes of reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and:
 - a. The impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or
 - b. The employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.
 5. For purposes of this definition, a limitation is not substantial if it has only a trivial effect.
 6. For purposes of housing, a "reasonable accommodation" is an adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, where there is an identifiable relationship or nexus between the requested accommodation and the person's disability.
- D. "Discrimination" means different or unequal treatment because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, disability, the use of a guide dog or service animal, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. "Discriminate" means to treat differently or unequally because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. For purposes of this definition, it is discriminatory to fail to offer reasonable accommodation in housing or employment to an otherwise qualified applicant or employee with a disability, absent a showing that the accommodation would impose an undue hardship.

- E. "Dog guide" means a dog that is specifically trained for the purpose of guiding persons who are blind or a dog trained for the purpose of assisting persons with disabilities.
- F. "Domestic Violence Victim Status" means a family or household member, as defined in RCW 10.99.020 (3), who has been subjected to domestic violence as defined in RCW 10.99.020 (5) or who is a victim of sexual assault as defined in RCW 70.125.030.
- G. "Employee" means an individual who works for wages, salary or commission, or a combination thereof, in the service of an employer, but does not include a person employed by a parent, grandparent, brother, sister, spouse or child. The term includes an individual who is seeking or applying for employment. This definition does not include independent contractors.
- H. "Employer" means any person acting in the interest of an employer, directly or indirectly, who employs employees within the City, or who solicits individuals within the City to apply for employment within the City, including the City of Spokane and all its boards, commissions and authorities.
- I. "Entities under common ownership" means two or more legal entities, such as corporations, limited liability companies, partnerships, and the like which are: owned by the same person(s); in which the same person(s) serve as officers and/or directors; or the majority of one of which is owned by one or more of the others. For example, if a single person owns controlling interests in several limited liability companies, all of those limited liability companies are entities under common ownership.
- J. "Family with children status" means one or more individuals who have not attained the age of eighteen years being domiciled with a parent or another person having legal custody of such individual or individuals, or with the designee of such parent or other person having such legal custody, with the written permission of such parent or other person. Families with children status also applies to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen years.
- K. "Federally-recognized tribe" means an entity listed on the Department of the Interior's list under the Federally Recognized Indian Tribe List Act of 1994, which the Secretary currently acknowledges as an Indian tribe and with which the United States maintains a government-to-government relationship.
- L. "Gender-affirming care" means a service or product that a health care provider, as defined in RCW 70.02.010, provides to an individual to support and affirm the individual's gender identity. "Gender-affirming care" includes, but is not limited to, treatment for gender dysphoria, gender-affirming hormone therapy, and gender-

affirming surgical procedures. "Gender-affirming care" can be provided to two spirit, transgender, nonbinary, and other gender diverse individuals.

((L)) M. "Gender Identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

((M)) N. "Housing choice or other subsidy program((or alternative source of income))" means, without limitation: (i) any short or long term federal, state or local government, private nonprofit, or other assistance program in which a tenant's rent is paid either partially by the program (through a direct arrangement between the program and the owner or lessor of the real property), and partially by the tenant or completely by the program; or (ii) HUD-Veteran Affairs Supportive Housing (VASH) vouchers, Housing and Essential Needs (HEN) funds, and short-term rental assistance provided by Rapid Rehousing subsidies.

((N)) O. "Impairment" includes, without limitation, any:

1. physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or
2. mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

((O)) P. "Income" means lawful, verifiable income derived from all sources, including without limitation wages, salaries or other compensation for employment; Social Security benefits; supplemental security income; unemployment benefits; retirement programs; child support; payments from the Aged, Blind or Disabled Cash Assistance Program; Refugee Cash Assistance; any federal, state, local government, private, or nonprofit-administered benefit program, including without limitation payments from any housing choice or other subsidy program as defined in this chapter; financial aid for college students; and per capita payments or distributions received from a federally-recognized tribe.

((P)) Q. "Labor organization" means an organization which is constituted for the purpose, in whole or in part, of collective bargaining or for dealing with an employer concerning grievances, terms or conditions of employment, or for other mutual aid or protection in connection with an employer.

R. “LGBTQIA2S+” means and includes Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual/Aromantic, Two Spirit people and any other term which refers to one's gender identity or sexual orientation.

((Q)) S. “Marital status” means the status of being married, single, separated, divorced or widowed.

((R)) T. “National origin” includes ancestry.

((S)) U. “Operational protocols” means the procedures governing how and when surveillance equipment may be used and by whom and includes, at a minimum, the information required in SMC 18.04.010.

((T)) V. “Person” includes:

1. A natural individual, partnership, association, organization, corporation, cooperative, legal representative, trustee and receiver, and any group of persons acting in concert;
2. an owner, lessee, proprietor, manager, agent or employee, of a person, whether consisting of one or more natural persons;
3. entities under common ownership; and
4. any political or civil subdivisions of the City and any agency or instrumentality of the City or of any political or civil subdivision thereof.

This definition does not include the federal government or any federally-recognized tribe.

((U)) W. “Place of public resort, accommodation, assemblage or amusement” includes, but is not limited to, any place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy, or use of any property or facilities, whether conducted for the entertainment, housing, or lodging of transient guests, or for the benefit, use, or accommodation of those seeking health, recreation, or rest, or for the burial or other disposition of human remains, or for the sale of goods, merchandise, services, or personal property, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports, or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation, or public purposes, or public halls, public elevators, and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or educational institution, or schools of special instruction, or nursery schools, or day care centers or children’s camps, provided that nothing

contained in this definition shall be construed to include or apply to any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, including fraternal organizations, though where public use is permitted that use shall be covered by this section; nor shall anything contained in this definition apply to any educational facility, columbarium, crematory, mausoleum, or cemetery operated or maintained by a bona fide religious or sectarian institution.

((V)) X. "Profiling" means actions of the Spokane Police Department, its members, or officers commissioned by the Spokane Police Department to rely on actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity.

((W)) Y. "Refugee status" means the status of a person who, under the provisions of 8 USC 1101(a)(42), is outside a country of that person's nationality or, in the case of a person having no nationality, is outside any country in which that person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.

((X)) Z. "Service animal" means an animal that is trained for the purposes of assisting or accommodating a person with a disability.

((Y)) AA. "Sex" means gender.

((Z)) BB. "Sexual orientation" means heterosexuality, homosexuality, bisexuality and gender expression or identity. As used in this definition, "gender expression or identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

((AA)) CC. "Surveillance equipment" means equipment capable of capturing or recording data, including images, videos, photographs or audio operated by or at the direction of a City department that may deliberately or inadvertently capture activities of individuals on public or private property, regardless of whether "masking" or other technology might be used to obscure or prevent the equipment from capturing certain views. "Surveillance equipment" includes drones or unmanned aircraft and any

attached equipment used to collect data. "Surveillance equipment" does not include the following equipment which are in use by the City of Spokane as of March 1, 2017:

1. handheld or body-worn devices (e.g., "bodycams") used by law enforcement;
2. cameras installed in or on a police vehicle (e.g., "dashcams");
3. cameras installed in or on any City-owned vehicle, including without limitation fire trucks, emergency vehicles, utility vehicles and street maintenance vehicles, which are intended to ensure the safe operation of the vehicle;
4. cameras installed along a public right-of-way to record traffic patterns and/or traffic violations;
5. cameras intended to record activity inside or at the entrances to City buildings for security purposes; or
6. cameras installed to monitor and protect the physical integrity of City infrastructure, including without limitation fire stations and utility service facilities.

Section 3. That section 18.02.030 of Chapter 18.02 of the Spokane Municipal Code is amended as follows:

SMC 18.02.030 Prohibition Against Assisting ((in)) Discrimination

- A. No person shall, with the knowledge or assent of an employer, to assist, induce, compel or coerce the doing of any acts of discrimination, or to attempt to do so.
- B. No City of Spokane resources, including, but not limited to, City property or time spent while on duty by a City employee or official, shall be used for investigation, assisting an investigation, or detention of an individual based on exercising their rights against discrimination set forth in this title.
- C. Whenever the City collects or disseminates information about an individual or individual's sex or gender, it will be without regard to sex assigned at birth. The City will not collect or disseminate information about sex assigned at birth, unless related to a criminal investigation of a violation of Washington State law.
- D. The City shall actively work to combat discrimination prohibited by this title by ensuring the City's public safety programs:
 - a. Maintain LGBTQIA2S+ liaison officers within the police department to act as points of contact, advocate for community members, and build trust; and

- b. Collaborate with local LGBTQIA2S+ community and cultural leaders, working closely with LGBTQIA2S+ event organizers to ensure public safety while prioritizing the needs and well-being of participants and attendees.

E. The City shall conduct regular reviews of its policies, rules, practices, and public services to ensure they are inclusive, equitable, and affirming for LGBTQIA2S+ individuals.

Section 4. That there is adopted a new section SMC 03.07.340 of Chapter 03.07 of the Spokane Municipal Code as follows:

03.07.340 Employee Access to Health Care

City-provided health care policies shall extend coverage for the rights of individuals to seek, obtain, provide, or facilitate reproductive health care services and gender-affirming care that is legal in Washington State. "Gender-affirming care" shall have the meaning set forth in Section 18.01.030 of the Spokane Municipal Code.

Section 5. Effective Date. This ordinance shall go into effect on _____, 2025 or the effective date set by Section 19 of the City Charter, whichever is later.

Section 6. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this ordinance.

Section 7. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Strike the entirety of the ordinance and substitute the following in its place:

Ordinance C36667

An Ordinance relating to discrimination and affirming protection of LGBTQIA2S+ Communities in Spokane, amending Sections 18.01.020, 18.01.030, and 18.02.030 of Title 18 of the Spokane Municipal Code; creating a new section 03.07.340 in Chapter 03.07 of the Spokane Municipal Code; and establishing an effective date.

WHEREAS, the City of Spokane is committed to fostering a community where all individuals are treated with dignity, equity, and respect, regardless of sexual orientation, gender identity, or gender expression; and

WHEREAS, LGBTQIA2S+ individuals face ongoing discrimination, violence, and systemic barriers that threaten their safety, well-being, and human rights; and

WHEREAS, the 2025 Presidential Transition Project (“Project 2025”) is a political initiative to reshape the federal government of the United States and consolidate executive power in favor of ultra-conservative policies; and

WHEREAS, consistent with the Project 2025 initiative, President Donald Trump has issued at least six anti-equity executive orders related to diversity, equity, inclusion, accessibility and transgender people, including executive orders to terminate equity-related grants, forbid federally-funded entities from engaging in diversity, equity, inclusion and accessibility programs, as well as a refusal to federally recognize the existence of transgender people, provide equal access for transgender people to sports and the military, and to assure access to gender-affirming care for individuals under age 19; and

WHEREAS, transgender and gender expansive people in particular have been vilified in political advertisements; and, across the country, there continues to be legislation enacted that targets LGBTQIA2S+ communities, threatening access to healthcare, education, and basic protections under the law; and

WHEREAS, as of August 2024, 39.4% of trans youth aged 13-17, amounting to 118,300 individuals, are living in the 26 states that have passed bans on gender-affirming care; and

WHEREAS, by preventing doctors from providing this care or threatening to take children away from parents who support their child in their transition, these state bans prevent transgender, non-binary, and gender-expansive youth from accessing medically

necessary, safe health care backed by decades of research and supported by every major medical association, which collectively represent over 1.3 million US doctors; and

WHEREAS, the City of Spokane recognizes the inherent worth and equal rights of all people, including LGBTQIA2S+ individuals, and seeks to provide a safe and welcoming environment for those who reside in or visit our city; and

WHEREAS, Spokane Municipal Code Title 18 and state law currently offer protections for the LGBTQIA2S+ community against discrimination, including protections against discrimination based on gender identity and sexual orientation, and Spokane has continuously committed to protecting and advocating for the rights of LGBTQIA2S+ individuals by rejecting policies and actions that promote discrimination, harm, or inequality; and

WHEREAS, it is necessary to further revise Spokane Municipal Code to recognize the inherent risk to the LGBTQIA2S+ community in Spokane both from federal policies and from interjurisdictional legal processes emanating from states that do not recognize LGBTQIA2S+ rights or which are working to deny such individuals access to essential medical care, including gender-affirming care;

NOW, THEREFORE, the City of Spokane does ordain as follows:

Section 1. That section 18.01.020 of Chapter 18.01 of the Spokane Municipal Code is amended as follows:

SMC 18.01.020 Purpose and Intent

- A. The City values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people regardless of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income. The City of Spokane expands its welcoming city commitment to include LGBTQIA2S+ people; affirming its commitment to ensuring that all individuals, regardless of the federal government's persecution of LGBTQIA2S+ people, feel safe and supported.
- B. It is the intent of the City that all people have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in

employment, housing, and public accommodations be removed. The City has a compelling interest in eradicating and preventing such discrimination and in ensuring equal opportunity in employment, housing, and public accommodations. This Title 18 represents the least restrictive means of achieving the City's objectives.

C. The City of Spokane strongly believes in and affirms the right of individuals to seek, obtain, provide, or facilitate gender-affirming care that is legal in Washington State or in other states where it would be legal had it occurred in Washington State.

D. To further combat discrimination in the Spokane community, it is necessary to direct that the City shall conduct regular reviews of its policies, practices, and public services to ensure they are inclusive, equitable, and affirming for LGBTQIA2S+ individuals.

((G)) E. The provisions of this Title 18 are to be broadly and liberally construed to effectuate this Title's remedial purpose and the City's legislative intent.

((D)) F. These sections are not intended to establish or require affirmative action or quotas of any kind, or to infringe upon the authority vested in the civil service commission and City departments pursuant to the City Charter.

((E)) G. By enacting this title, the City expresses its intent to ensure that Spokane generally, as well as the City itself, is free from bias or discrimination on the basis of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, and free from sexual harassment.

((F)) H. Nothing in this chapter shall constitute a cause of action under state law or form a basis for relief in the state courts. It is the intent of this chapter that all causes of action for violations of the chapter shall lie with the City of Spokane's Hearing Examiner, Municipal Court, or Superior Court, as specified in this Title 18.

((G)) I. Nothing in this Title 18 shall be deemed to deny any person the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights. Nothing in this Title 18 shall limit or expand any cause of action available to any person under federal or state law.

Section 2. That section 18.01.030 of Chapter 18.01 of the Spokane Municipal Code is amended as follows:

SMC 18.01.030 Definitions.

- A. "Commission" means the Spokane Human Rights Commission.
- B. "Data management protocols" means the procedures governing how data collected by surveillance equipment will be retained, stored, indexed and accessed. Information comprising data management protocols includes, at a minimum, the information required in SMC 18.04.020.
- C. "Disability" means the presence of a sensory, mental, or physical impairment that, whether temporary or permanent, common or uncommon, mitigated or unmitigated, a limitation or not on the ability to work generally or work at a particular job, or a limitation or not on the ability to engage in any other activity within the scope of this Title 18:
 - 1. is medically cognizable or diagnosable; or
 - 2. exists as a record or history; or
 - 3. is perceived to exist whether or not it exists in fact.
 - 4. For the purposes of reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and:
 - a. The impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or
 - b. The employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.
 - 5. For purposes of this definition, a limitation is not substantial if it has only a trivial effect.
 - 6. For purposes of housing, a "reasonable accommodation" is an adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, where there is an identifiable relationship or nexus between the requested accommodation and the person's disability.

- D. "Discrimination" means different or unequal treatment because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, disability, the use of a guide dog or service animal, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. "Discriminate" means to treat differently or unequally because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. For purposes of this definition, it is discriminatory to fail to offer reasonable accommodation in housing or employment to an otherwise qualified applicant or employee with a disability, absent a showing that the accommodation would impose an undue hardship.
- E. "Dog guide" means a dog that is specifically trained for the purpose of guiding persons who are blind or a dog trained for the purpose of assisting persons with disabilities.
- F. "Domestic Violence Victim Status" means a family or household member, as defined in RCW 10.99.020 (3), who has been subjected to domestic violence as defined in RCW 10.99.020 (5) or who is a victim of sexual assault as defined in RCW 70.125.030.
- G. "Employee" means an individual who works for wages, salary or commission, or a combination thereof, in the service of an employer, but does not include a person employed by a parent, grandparent, brother, sister, spouse or child. The term includes an individual who is seeking or applying for employment. This definition does not include independent contractors.
- H. "Employer" means any person acting in the interest of an employer, directly or indirectly, who employs employees within the City, or who solicits individuals within the City to apply for employment within the City, including the City of Spokane and all its boards, commissions and authorities.
- I. "Entities under common ownership" means two or more legal entities, such as corporations, limited liability companies, partnerships, and the like which are: owned by the same person(s); in which the same person(s) serve as officers and/or directors; or the majority of one of which is owned by one or more of the others. For example, if a single person owns controlling interests in several limited

liability companies, all of those limited liability companies are entities under common ownership.

- J. "Family with children status" means one or more individuals who have not attained the age of eighteen years being domiciled with a parent or another person having legal custody of such individual or individuals, or with the designee of such parent or other person having such legal custody, with the written permission of such parent or other person. Families with children status also applies to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen years.
- K. "Federally-recognized tribe" means an entity listed on the Department of the Interior's list under the Federally Recognized Indian Tribe List Act of 1994, which the Secretary currently acknowledges as an Indian tribe and with which the United States maintains a government-to-government relationship.
- L. "Gender-affirming care" means a service or product that a health care provider, as defined in RCW 70.02.010, provides to an individual to support and affirm the individual's gender identity. "Gender-affirming care" includes, but is not limited to, treatment for gender dysphoria, gender-affirming hormone therapy, and gender-affirming surgical procedures. "Gender-affirming care" can be provided to two spirit, transgender, nonbinary, and other gender diverse individuals.
- ~~((L))~~ M. "Gender Identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.
- ~~((M))~~ N. "Housing choice or other subsidy program((or alternative source of income))" means, without limitation: (i) any short or long term federal, state or local government, private nonprofit, or other assistance program in which a tenant's rent is paid either partially by the program (through a direct arrangement between the program and the owner or lessor of the real property), and partially by the tenant or completely by the program; or (ii) HUD-Veteran Affairs Supportive Housing (VASH) vouchers, Housing and Essential Needs (HEN) funds, and short-term rental assistance provided by Rapid Rehousing subsidies.
- ~~((N))~~ O. "Impairment" includes, without limitation, any:
 - 1. physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or

2. mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

((Q)) P. "Income" means lawful, verifiable income derived from all sources, including without limitation wages, salaries or other compensation for employment; Social Security benefits; supplemental security income; unemployment benefits; retirement programs; child support; payments from the Aged, Blind or Disabled Cash Assistance Program; Refugee Cash Assistance; any federal, state, local government, private, or nonprofit-administered benefit program, including without limitation payments from any housing choice or other subsidy program as defined in this chapter; financial aid for college students; and per capita payments or distributions received from a federally-recognized tribe.

((P)) Q. "Labor organization" means an organization which is constituted for the purpose, in whole or in part, of collective bargaining or for dealing with an employer concerning grievances, terms or conditions of employment, or for other mutual aid or protection in connection with an employer.

R. "LGBTQIA2S+" means and includes Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual/Aromantic, Two Spirit people and any other term which refers to one's gender identity or sexual orientation.

((Q)) S. "Marital status" means the status of being married, single, separated, divorced or widowed.

((R)) T. "National origin" includes ~~((ancestry))~~, but is not limited to, an individual's or their ancestor's place of origin (such as country or world region) or the manifestation of the physical, cultural, or linguistic characteristics of a national origin group.

((S)) U. "Operational protocols" means the procedures governing how and when surveillance equipment may be used and by whom and includes, at a minimum, the information required in SMC 18.04.010.

((T)) V. "Person" includes:

1. A natural individual, partnership, association, organization, corporation, cooperative, legal representative, trustee and receiver, and any group of persons acting in concert;
2. an owner, lessee, proprietor, manager, agent or employee, of a person, whether consisting of one or more natural persons;
3. entities under common ownership; and

4. any political or civil subdivisions of the City and any agency or instrumentality of the City or of any political or civil subdivision thereof.

This definition does not include the federal government or any federally-recognized tribe.

((U)) W. "Place of public resort, accommodation, assemblage or amusement" includes, but is not limited to, any place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy, or use of any property or facilities, whether conducted for the entertainment, housing, or lodging of transient guests, or for the benefit, use, or accommodation of those seeking health, recreation, or rest, or for the burial or other disposition of human remains, or for the sale of goods, merchandise, services, or personal property, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports, or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation, or public purposes, or public halls, public elevators, and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or educational institution, or schools of special instruction, or nursery schools, or day care centers or children's camps, provided that nothing contained in this definition shall be construed to include or apply to any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, including fraternal organizations, though where public use is permitted that use shall be covered by this section; nor shall anything contained in this definition apply to any educational facility, columbarium, crematory, mausoleum, or cemetery operated or maintained by a bona fide religious or sectarian institution.

((V)) X. "Profiling" means actions of the Spokane Police Department, its members, or officers commissioned by the Spokane Police Department to rely on actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity.

((W)) Y. "Refugee status" means the status of a person who, under the provisions of 8 USC 1101(a)(42), is outside a country of that person's nationality or, in the case of

a person having no nationality, is outside any country in which that person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.

((X)) Z. "Service animal" means an animal that is trained for the purposes of assisting or accommodating a person with a disability.

((Y)) AA. "Sex" is the biological indication of male and female, determined by factor such as sex chromosomes, naturally occurring sex hormones, and nonambiguous internal and external genitalia present at birth, without regard to an individual's psychological, chosen, or subjective experience of gender.

((Z)) BB. "Sexual orientation" includes heterosexuality, homosexuality, bisexuality and gender expression or identity. As used in this definition, "gender expression or identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

((AA)) CC. "Surveillance equipment" means equipment capable of capturing or recording data, including images, videos, photographs or audio operated by or at the direction of a City department that may deliberately or inadvertently capture activities of individuals on public or private property, regardless of whether "masking" or other technology might be used to obscure or prevent the equipment from capturing certain views. "Surveillance equipment" includes drones or unmanned aircraft and any attached equipment used to collect data. "Surveillance equipment" does not include the following equipment which are in use by the City of Spokane as of March 1, 2017:

1. handheld or body-worn devices (e.g., "bodycams") used by law enforcement;
2. cameras installed in or on a police vehicle (e.g., "dashcams");
3. cameras installed in or on any City-owned vehicle, including without limitation fire trucks, emergency vehicles, utility vehicles and street maintenance vehicles, which are intended to ensure the safe operation of the vehicle;
4. cameras installed along a public right-of-way to record traffic patterns and/or traffic violations;
5. cameras intended to record activity inside or at the entrances to City buildings for security purposes; or

6. cameras installed to monitor and protect the physical integrity of City infrastructure, including without limitation fire stations and utility service facilities.

Section 3. That section 18.02.030 of Chapter 18.02 of the Spokane Municipal Code is amended as follows:

SMC 18.02.030 Prohibition Against Assisting in Discrimination

- A. No person shall, with the knowledge or assent of an employer, to assist, induce, compel or coerce the doing of any acts of discrimination, or to attempt to do so.
- B. No City of Spokane resources, including, but not limited to, City property or time spent while on duty by a City employee or official, employee, shall be used for investigation, assisting an investigation, or detention of an individual based on exercising their rights against discrimination set forth in this title.
- C. Whenever the City collects or disseminates information about an individual or individual's sex or gender, it will be without regard to sex assigned at birth. The City will not collect or disseminate information about sex assigned at birth, unless related to a criminal investigation of a violation of Washington State law.
- D. The City shall actively work to combat discrimination prohibited by this title by ensuring the City's public safety programs:
 - a. Maintain LGBTQIA2S+ liaison officers within the police department to act as points of contact, advocate for community members, and build trust; and
 - b. Collaborate with local LGBTQIA2S+ community and cultural leaders, working closely with LGBTQIA2S+ event organizers to ensure public safety while prioritizing the needs and well-being of participants and attendees.
- E. The City shall conduct regular reviews of its policies, rules, practices, and public services to ensure they are inclusive, equitable, and affirming for LGBTQIA2S+ individuals.

Section 4. That there is adopted a new section SMC 03.07.340 of Chapter 03.07 of the Spokane Municipal Code as follows:

03.07.340 Employee Access to Health Care

City-provided health care policies shall extend coverage for the rights of individuals to seek, obtain, provide, or facilitate reproductive health care services and gender-affirming treatment that is legal in Washington State.

Section 5. Effective Date. This ordinance shall go into effect on May 22, 2025 or the effective date set by Section 19 of the City Charter, whichever is later.

Section 6. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this ordinance.

Section 7. Clerical Error. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Strike the entirety of the ordinance and substitute the following in its place:

Ordinance C36667

An Ordinance relating to protection of all Spokane residents and Establishing Respect for Parental Rights, Religious Freedom and Medical Ethics, amending Sections 18.01.020, 18.01.030, and 18.02.030 of Title 18 of the Spokane Municipal Code; creating a new section 03.07.340 in Chapter 03.07 of the Spokane Municipal Code; and establishing an effective date.

WHEREAS, the City of Spokane is committed to fostering a community where all individuals are treated with dignity and respect, and where families, parents and religious communities are free to live according to their beliefs; and

WHEREAS, the City of Spokane recognizes the inherent worth of all individuals, and seeks to provide a safe and welcoming environment for all who reside in or visit Spokane, including those who identify as LGBTQIA2S+; and

WHEREAS, the City of Spokane also affirms the fundamental rights of parents to direct the upbringing, medical care, and moral instruction of their children, free from coercion or interference by government actors; and

WHEREAS, individual conscience and religious freedom are protected rights under the United States and Washington constitutions, and the City of Spokane respects and protects the ability of individuals and institutions to operate consistent with sincerely held beliefs; and

WHEREAS, the respect for LGBTQIA2S+ individual rights must be balanced against the legitimate and growing public concern regarding the long-term impact and ethical implications of administering puberty blockers, cross-sex hormones, and gender reassignment surgeries to minors; and

WHEREAS, Spokane Municipal Code Title 18 and state law currently offer protections for the LGBTQIA2S+ community against discrimination, including protections against discrimination based on gender identity and sexual orientation, but these provisions do not incorporate or account for public concern over gender-affirming care for minors; and

WHEREAS, the City of Spokane finds it necessary to ensure that municipal funds are not used to subsidize or promote irreversible medical interventions for children under the age of 18, except where expressly required by federal or state law;

NOW, THEREFORE, the City of Spokane does ordain as follows:

Section 1. That section 18.01.020 of Chapter 18.01 of the Spokane Municipal Code is amended as follows:

SMC 18.01.020 Purpose and Intent

- A. The City values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people regardless of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income. This includes protecting the rights of parents to make decisions regarding the upbringing and health care of their children without government interference.
- B. It is the intent of the City that all people have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in employment, housing, and public accommodations be removed. The City has a compelling interest in eradicating and preventing such discrimination and in ensuring equal opportunity in employment, housing, and public accommodations. This Title 18 represents the least restrictive means of achieving the City's objectives.
- C. The City of Spokane believes in and affirms the right of adults to seek, obtain, provide care that aligns with their values and beliefs. Except as otherwise required by state or federal law, no provision of this Title shall be interpreted to compel individuals, organizations, or medical providers to participate in services that conflict with sincerely held religious or moral beliefs.
- D. To further combat discrimination in the Spokane community, it is necessary to direct that the City shall conduct regular reviews of its policies, practices, and public services to ensure they are inclusive, equitable, and affirming for LGBTQIA2S+ individuals.

- ((G)) E. The provisions of this Title 18 are to be broadly and liberally construed to effectuate this Title's remedial purpose and the City's legislative intent.
- ((D)) F. These sections are not intended to establish or require affirmative action or quotas of any kind, or to infringe upon the authority vested in the civil service commission and City departments pursuant to the City Charter.
- ((E)) G. By enacting this title, the City expresses its intent to ensure that Spokane generally, as well as the City itself, is free from bias or discrimination on the basis of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, and free from sexual harassment.
- ((F)) H. Nothing in this chapter shall constitute a cause of action under state law or form a basis for relief in the state courts. It is the intent of this chapter that all causes of action for violations of the chapter shall lie with the City of Spokane's Hearing Examiner, Municipal Court, or Superior Court, as specified in this Title 18.
- ((G)) I. Nothing in this Title 18 shall be deemed to deny any person the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights. Nothing in this Title 18 shall limit or expand any cause of action available to any person under federal or state law.
- J. Nothing in this Title shall infringe upon the rights of parents to guide the decisions relating to medical care of their minor children, including but not limited to psychological and gender-related treatment.

Section 2. That section 18.01.030 of Chapter 18.01 of the Spokane Municipal Code is amended as follows:

SMC 18.01.030 Definitions.

- A. "Commission" means the Spokane Human Rights Commission.
- B. "Data management protocols" means the procedures governing how data collected by surveillance equipment will be retained, stored, indexed and accessed. Information comprising data management protocols includes, at a minimum, the information required in SMC 18.04.020.
- C. "Disability" means the presence of a sensory, mental, or physical impairment that, whether temporary or permanent, common or uncommon, mitigated or unmitigated, a limitation or not on the ability to work generally or work at a particular

job, or a limitation or not on the ability to engage in any other activity within the scope of this Title 18:

1. is medically cognizable or diagnosable; or
 2. exists as a record or history; or
 3. is perceived to exist whether or not it exists in fact.
 4. For the purposes of reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and:
 - a. The impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or
 - b. The employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.
 5. For purposes of this definition, a limitation is not substantial if it has only a trivial effect.
 6. For purposes of housing, a "reasonable accommodation" is an adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, where there is an identifiable relationship or nexus between the requested accommodation and the person's disability.
- D. "Discrimination" means different or unequal treatment because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, disability, the use of a guide dog or service animal, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. "Discriminate" means to treat differently or unequally because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law

Against Discrimination, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. For purposes of this definition, it is discriminatory to fail to offer reasonable accommodation in housing or employment to an otherwise qualified applicant or employee with a disability, absent a showing that the accommodation would impose an undue hardship.

- E. "Dog guide" means a dog that is specifically trained for the purpose of guiding persons who are blind or a dog trained for the purpose of assisting persons with disabilities.
- F. "Domestic Violence Victim Status" means a family or household member, as defined in RCW 10.99.020 (3), who has been subjected to domestic violence as defined in RCW 10.99.020 (5) or who is a victim of sexual assault as defined in RCW 70.125.030.
- G. "Employee" means an individual who works for wages, salary or commission, or a combination thereof, in the service of an employer, but does not include a person employed by a parent, grandparent, brother, sister, spouse or child. The term includes an individual who is seeking or applying for employment. This definition does not include independent contractors.
- H. "Employer" means any person acting in the interest of an employer, directly or indirectly, who employs employees within the City, or who solicits individuals within the City to apply for employment within the City, including the City of Spokane and all its boards, commissions and authorities.
- I. "Entities under common ownership" means two or more legal entities, such as corporations, limited liability companies, partnerships, and the like which are: owned by the same person(s); in which the same person(s) serve as officers and/or directors; or the majority of one of which is owned by one or more of the others. For example, if a single person owns controlling interests in several limited liability companies, all of those limited liability companies are entities under common ownership.
- J. "Family with children status" means one or more individuals who have not attained the age of eighteen years being domiciled with a parent or another person having legal custody of such individual or individuals, or with the designee of such parent or other person having such legal custody, with the written permission of such parent or other person. Families with children status also applies to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen years.
- K. "Federally-recognized tribe" means an entity listed on the Department of the Interior's list under the Federally Recognized Indian Tribe List Act of 1994, which

the Secretary currently acknowledges as an Indian tribe and with which the United States maintains a government-to-government relationship.

L. "Gender-affirming care" means a service or product that a health care provider, as defined in RCW 70.02.010, provides to an individual to support and affirm the individual's gender identity. "Gender-affirming care" includes, but is not limited to, treatment for gender dysphoria, gender-affirming hormone therapy, and gender-affirming surgical procedures. "Gender-affirming care" can be provided to two spirit, transgender, nonbinary, and other gender diverse individuals.

((L)) M. "Gender Identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

((M)) N. "Housing choice or other subsidy program((or alternative source of income))" means, without limitation: (i) any short or long term federal, state or local government, private nonprofit, or other assistance program in which a tenant's rent is paid either partially by the program (through a direct arrangement between the program and the owner or lessor of the real property), and partially by the tenant or completely by the program; or (ii) HUD-Veteran Affairs Supportive Housing (VASH) vouchers, Housing and Essential Needs (HEN) funds, and short-term rental assistance provided by Rapid Rehousing subsidies.

((N)) O. "Impairment" includes, without limitation, any:

1. physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or
2. mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

((O)) P. "Income" means lawful, verifiable income derived from all sources, including without limitation wages, salaries or other compensation for employment; Social Security benefits; supplemental security income; unemployment benefits; retirement programs; child support; payments from the Aged, Blind or Disabled Cash Assistance Program; Refugee Cash Assistance; any federal, state, local government, private, or nonprofit-administered benefit program, including without limitation payments from any housing choice or other subsidy program as defined in this chapter; financial aid

for college students; and per capita payments or distributions received from a federally-recognized tribe.

((P)) Q. "Labor organization" means an organization which is constituted for the purpose, in whole or in part, of collective bargaining or for dealing with an employer concerning grievances, terms or conditions of employment, or for other mutual aid or protection in connection with an employer.

R. "LGBTQIA2S+" means and includes Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual/Aromantic, Two Spirit people and any other term which refers to one's gender identity or sexual orientation.

((Q)) S. "Marital status" means the status of being married, single, separated, divorced or widowed.

((R)) T. "National origin" includes ancestry.

((S)) U. "Operational protocols" means the procedures governing how and when surveillance equipment may be used and by whom and includes, at a minimum, the information required in SMC 18.04.010.

((T)) V. "Person" includes:

1. A natural individual, partnership, association, organization, corporation, cooperative, legal representative, trustee and receiver, and any group of persons acting in concert;
2. an owner, lessee, proprietor, manager, agent or employee, of a person, whether consisting of one or more natural persons;
3. entities under common ownership; and
4. any political or civil subdivisions of the City and any agency or instrumentality of the City or of any political or civil subdivision thereof.

This definition does not include the federal government or any federally-recognized tribe.

((U)) W. "Place of public resort, accommodation, assemblage or amusement" includes, but is not limited to, any place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy, or use of any property or facilities, whether conducted for the entertainment, housing, or lodging of transient guests, or for the benefit, use, or accommodation of those seeking health, recreation, or rest, or for the burial or other disposition of human remains, or for the sale of goods, merchandise, services, or personal property, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where

food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports, or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation, or public purposes, or public halls, public elevators, and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or educational institution, or schools of special instruction, or nursery schools, or day care centers or children's camps, provided that nothing contained in this definition shall be construed to include or apply to any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, including fraternal organizations, though where public use is permitted that use shall be covered by this section; nor shall anything contained in this definition apply to any educational facility, columbarium, crematory, mausoleum, or cemetery operated or maintained by a bona fide religious or sectarian institution.

((V)) X. "Profiling" means actions of the Spokane Police Department, its members, or officers commissioned by the Spokane Police Department to rely on actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity.

((W)) Y. "Refugee status" means the status of a person who, under the provisions of 8 USC 1101(a)(42), is outside a country of that person's nationality or, in the case of a person having no nationality, is outside any country in which that person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.

((X)) Z. "Service animal" means an animal that is trained for the purposes of assisting or accommodating a person with a disability.

((Y)) AA. "Sex" is the biological indication of male and female, determined by factor such as sex chromosomes, naturally occurring sex hormones, and unambiguous internal and external genitalia present at birth, without regard to an individual's psychological, chosen, or subjective experience of gender.

((Z)) BB. "Sexual orientation" includes heterosexuality, homosexuality, bisexuality and gender expression or identity. As used in this definition, "gender expression or identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

((AA)) CC. "Surveillance equipment" means equipment capable of capturing or recording data, including images, videos, photographs or audio operated by or at the direction of a City department that may deliberately or inadvertently capture activities of individuals on public or private property, regardless of whether "masking" or other technology might be used to obscure or prevent the equipment from capturing certain views. "Surveillance equipment" includes drones or unmanned aircraft and any attached equipment used to collect data. "Surveillance equipment" does not include the following equipment which are in use by the City of Spokane as of March 1, 2017:

1. handheld or body-worn devices (e.g., "bodycams") used by law enforcement;
2. cameras installed in or on a police vehicle (e.g., "dashcams");
3. cameras installed in or on any City-owned vehicle, including without limitation fire trucks, emergency vehicles, utility vehicles and street maintenance vehicles, which are intended to ensure the safe operation of the vehicle;
4. cameras installed along a public right-of-way to record traffic patterns and/or traffic violations;
5. cameras intended to record activity inside or at the entrances to City buildings for security purposes; or
6. cameras installed to monitor and protect the physical integrity of City infrastructure, including without limitation fire stations and utility service facilities.

Section 3. That section 18.02.030 of Chapter 18.02 of the Spokane Municipal Code is amended as follows:

SMC 18.02.030 Prohibition Against Assisting in Discrimination

- A. No person shall, with the knowledge or assent of an employer, to assist, induce, compel or coerce the doing of any acts of discrimination, or to attempt to do so.
- B. No City of Spokane resources, including, but not limited to, City property, funds, or employee time shall be used to investigate or penalize individuals or institutions

who lawfully exercise their rights under this Title, including rights of conscience, free speech, and parental authority.

Section 4. That there is adopted a new section SMC 03.07.340 of Chapter 03.07 of the Spokane Municipal Code as follows:

03.07.340 Employee Access to Health Care

- A. City-provided health care policies shall include coverage for reproductive and gender-affirming care to the extent required under state and federal law.
- B. Nothing in this section shall be construed to require any City employee, or any medical provider providing covered medical services to a City employee or covered dependents of a City employee, to participate in services that conflict with their sincerely held religious beliefs or moral convictions.
- C. Except as expressly required under state or federal law, City of Spokane funds shall not be used directly or indirectly, to subsidize, reimburse, or otherwise pay for the provision of puberty-blocking medications, cross-sex hormones, or gender reassignment surgeries of individuals under the age of 18 . This restriction shall apply to City-sponsored insurance plans, grants, contracts, or any other expenditure of public funds, unless such services are expressly mandated by federal or state law.

Section 5. Effective Date. This ordinance shall go into effect on May 22, 2025 or the effective date set by Section 19 of the City Charter, whichever is earlier.

Section 6. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this ordinance.

Section 7. Clerical Error. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

ORD C36667 (BINGLE AMENDMENT NO. 1) (Agenda)

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

PURPOSE OF AMENDMENT: This amendment changes the proposed modifications to SMC 18.01.020 (“Purpose and Intent”) that further reaffirm LGBTQIA2S+ rights to the purpose of recognition of religious or moral objections to gender-affirming care for minors. This amendment leaves the proposed definitions in SMC 18.01.030 intact, with the exception of the definition “National Origin,” which is maintained as currently defined in SMC. The amendment reduces the changes in the ordinance that amend SMC 18.02.030 (Prohibition Against Discrimination), and limits the gender-affirming care provisions in proposed new section SMC 03.07A.340.

1. Insert the following recitals at the end of the current recitals:

WHEREAS, to affirm fair access to public restrooms while accommodating lawful and firmly held beliefs regarding usage over control of such City public facilities, it is necessary to establish a City policy with respect to usage and access to common areas of City facilities for the LGBTQIA2S+ community; and

WHEREAS, the City Council encourages the Spokane Park Board and the Spokane Library Board of Trustees to adopt rules and policies for city parks and libraries, respectively, that affirm safe use of restrooms by requiring that use of “male” and “female” restrooms be only by persons whose biological sex is consistent with the designation of such restrooms;

2. Insert the following Sections 5 and 6 into the ordinance, and re-number all subsequent sections of the ordinance accordingly:

Section 5. That Section 12.05.005 of Chapter 12.05 of the Spokane Municipal Code be amended as follows:

Section 12.05.005 Definitions

- A. “Agent” means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.
- B. “Baby changing facility” means a table or other device suitable for changing the diaper of a child.
- C. “Employee” means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.
- D. “Basic City Facility” or “Basic City Facilities” means public safety facilities, including fire and police stations, City-owned water reservoirs, and other utility facilities, city-owned homeless shelters, and community centers. Provided that, utility facilities shall not include privately constructed utility facilities, stormwater facilities and conveyance systems, or water and wastewater utility transmission and distribution systems and related appurtenances, to include without limitation, pipe replacements and relocations; well upgrades; pump stations; lift stations, etc.
- E. “Federal civil immigration enforcement operations” means an operation than has one of its objectives the identification or apprehension of a person or persons in

ORD C36667 (BINGLE AMENDMENT NO. 2) (Agenda)

order to investigate them for a violation of the immigration law and subject them to one or more of the following:

1. Civil immigration detention;
2. Removal proceedings; and
3. Removal from the United States

F. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.

G. "Nonpublic" means any area of a city facility or property that is not generally open and accessible to the general public, but instead requires prior to entry express permission, such as a valid ticket for a bona fide passenger, or permission by a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.

H. "Restroom" means a room or suite of rooms in a public space providing toilets and lavatories.

I. "Sex" means the biological indication of male and female, determined by factor such as sex chromosomes, naturally occurring sex hormones, and unambiguous internal and external genitalia present at birth, without regard to an individual's psychological, chosen, or subjective experience of gender.

((H)) I. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.

((I)) J. "United States Customs and Border Protection" means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.

((J)) K. "United States Immigration and Customs Enforcement" means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.

((K)) L. "U.S. Green Building Council" is an organization serving as the nation's foremost leaders from across the building industry working to promote buildings

that are environmentally responsible, profitable, and healthy places to work and live.

Section 6. That Section 12.05.025 of Chapter 12.05 of the Spokane Municipal Code be amended as follows:

Section 12.05.025 (~~Baby Changing Facilities in~~) Restrooms of City Buildings

- A. All publicly accessible restrooms in buildings owned and occupied by the City of Spokane shall be equipped with baby changing facilities.
- B. The Facilities Management Director, or his or her designee, shall be responsible for ensuring baby changing facilities buildings owned by the City of Spokane are safe, sanitary, and accessible.
- C. (~~This section~~) Subsection A and B shall not apply to:
 - 1. a restroom in a building owned by the City of Spokane that is not accessible by the public;
 - 2. a restroom in a building owned or maintained by Spokane Parks and Recreation unless approved by the Park Board;
 - 3. a restroom in a building owned or maintained by the Spokane Public Library unless approved by the Spokane Library Board of Trustees; or
 - 4. a restroom in a building owned by the City of Spokane that contains clear signage indicating where a publicly accessible restroom with a baby changing table is located in the same building.
- D. The construction and installation of baby changing facilities shall be incorporated in the Capital Improvement Plan with a goal of installing at least two baby changing facilities in City of Spokane buildings each year until compliant with this ordinance.
- E. Except to the extent prohibited by federal or state law, all publicly accessible restrooms in buildings or on property owned and occupied by the City of Spokane shall be designated exclusively for either "male," "female," "unisex" or "family"-use. Use of restrooms designated either "male" or "female" shall only be by persons whose sex coincides with such designation, regardless of that individual's gender identity or gender expression. A multiple occupancy restroom shall only be used by one designated sex at one time. If more than one designated biological sex is able to access or use a single or multiple occupancy restroom, then the covered facility shall have administrative rules or policies specifying that only one sex may use the restroom at any point in time.

ORD C36667 (BINGLE AMENDMENT NO. 2) (Agenda)

This subsection E shall not apply to a restroom in a building or on property owned or maintained by either Spokane Parks and Recreation or by the Spokane Public Library, unless the subsection is approved by the Spokane Park Board and the Spokane Library Board of Trustees, respectively.

PURPOSE OF AMENDMENT: This amendment adds two recitals and two sections to the existing Ordinance C36667. It would require transgender persons using restrooms in City-owned or occupied buildings to use restrooms designated either “male” or “female” in a manner consistent with their birth gender. The rule would apply to city library and parks property if approved by their respective governing boards.

1. Insert the following recitals at the end of the current recitals:

WHEREAS, while recognizing a need to treat all individuals in the City with respect and compassion, such respect and compassion must be balanced against the legitimate concerns regarding the participation of transgender women in women's and girls' sports; and

WHEREAS, to assure fairness in City-sponsored sports events for all participants, the City Council finds it is necessary to establish a formal policy that prohibits the participation of transgender women and girls in women's sports at City-sponsored sports events;

2. Insert the following section 5 into the ordinance, and re-number all subsequent sections of the ordinance accordingly:

Section 5. That there is adopted a new chapter 18.025 of the Spokane Municipal Code as follows:

Section 18.025.010 Purpose and Scope

Section 18.025.020 Definitions

Section 18.025.030 Participation of Transgender Women in Women's Sports

Section 18.025.010 Purpose and Scope

The City of Spokane recognizes the need to treat all individuals in the City with respect and compassion, but finds that such respect and compassion must be balanced against the legitimate concerns regarding the participation of transgender women in women's and girls' sports. To assure fairness in City-sponsored sports events for all participants, the City Council finds it is necessary to establish a formal policy that prohibits the participation of transgender women and girls in women's sports at City-sponsored sports events.

Section 18.025.020 Definitions

- A. The definitions set forth in chapter 18.01.030 shall apply to this chapter unless a different meaning is expressly assigned in this Chapter 18.025.
- B. "Transgender woman" or "transgender girl" means an individual whose biological sex at birth is male but who has undergone any phase of gender-affirming care to transition to female.

- C. "Women's sports" means any sports event limited to participation exclusively by women and girls.

Section 18.025.030 Participation of Transgender Women in Women's Sports

- A. It is the policy of the City of Spokane that participation in women's and girls' sports shall be confined to individuals whose biological sex is female, to the extent permitted by federal and state law.
- B. This section shall not apply to a sports programs and events operated or supported by the Spokane Parks and Recreation Division unless approved by the Spokane Park Board.

PURPOSE OF AMENDMENT: This amendment adds two recitals and one section to the existing Ordinance C36667. If adopted t would establish a City policy to prohibit the participation of transgender women in city-sponsored sports events.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 02/10/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/31/2025

Clerk's File #

ORD C36642

Cross Ref #

RES 2025-0013

Project #**Council Meeting Date:** 04/14/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

ELDON BROWN 6305

Requisition #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4700 – RIGHT-OF-WAY VACATION ORDINANCE (ALLEY BTWN MISSION &

Agenda Wording

Vacation of the west 150 feet of the alley between Mission & Sinto, from Ruby to Pearl.

Summary (Background)

Adjacent property owners have applied to vacate a portion of an existing alleyway in order to accommodate a Chick-Fil-A Restaurant. City staff has collected comments from franchised private utility companies and City departments. If City Council decides to vacate this alley, Engineering recommends that the alley be vacated subject to the conditions that are listed at the bottom of the Staff Report.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Revenue	\$ 44,240.00	#	3200-49199-
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
one time revenue generation of \$44,240.00			
Approvals		Additional Approvals	
<u>Dept Head</u>	PALMQUIST, TAMI		
<u>Division Director</u>	MACDONALD, STEVEN		
<u>Accounting Manager</u>	BAIRD, CHRISTI		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		ebrown@spokanecity.org	
mnilsson@spokanecity.org		tpalmquist@spokanecity.org	
edjohnson@spokanecity.org		akiehn@spokanecity.org	
smacdonald@spokanecity.org			

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36642

An ordinance vacating a portion of the alley between Mission Avenue and Sinto Avenue and east of Ruby Street and more particularly described below,

WHEREAS, a petition for the vacation a portion of the alley between Mission Avenue and Sinto Avenue and east of Ruby Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That portion of the alley in Block 2 of the Plat of Sinto Addition directly adjacent to Lots 1-3 and 10-12 of Block 2 of said Sinto Addition Plat and located within the Northwest Quarter of Section 17, Township 25 North, Range 43 East, Willamette Meridian, is hereby vacated. Parcel number not assigned.

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

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



CITY OF SPOKANE DEVELOPMENT SERVICES

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT January 17, 2025

LOCATION: The west 150 feet of the alley between Mission & Sinto, from Ruby to Pearl.

PROPONENT: Chick-Fil-A

PURPOSE: To accommodate a new restaurant built across the site.

HEARING: March 24, 2025

REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – Avista has existing utilities through the entire alley between Ruby and Pearl. Please reserve a utility easement therein.

COMCAST - No comments

EXTENET – Per your request, attached please find a map of our assets in your designated design area. Note that we have no assets in the area.

Extenet - Mission_Sinto



FATBEAM FIBER – No comments

INLAND POWER – No comments

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – No comments

LUMEN – Lumen has both buried and aerial facilities within the south side of the vacate zone running east west. We would need to retain some sort of easement for those facilities.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - No comments

YELLOWSTONE PIPELINE – Based on the location of the project, there is no impact to the YPL ROW or pipeline and we do not have any questions or comments.

WHOLESALE NETWORKS – No comments

ZAYO COMMUNICATIONS – Zayo has facilities that proceed through the area from Ruby proceeding east in the alley on the existing utility poles. We would need to maintain an easement within the requested ROW Vacation area. As we know, we could move and or place our facilities underground with incurred costs. Zayo would expect those cost to be covered for that relocation.

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – No comments

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT - No comments

INTEGRATED CAPITAL MANAGEMENT – ICM doesn't have any comments other than there is existing sewer in the alley. Sewer will definitely need to comment about easements or abandonment.

INTEGRATED CAPITAL MANAGEMENT 2 – No concerns

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste Collection has no concerns with this vacation.

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT - Does 118 E. Mission require alley access for refuse collection?

Install curb. Refer to project B2400230 as driveways should be removed along Ruby, and curb replaced as well. Replace asphalt per pavement policy.

Remove alley returns at Ruby and install curb and gutter along Ruby across the vacated alley.

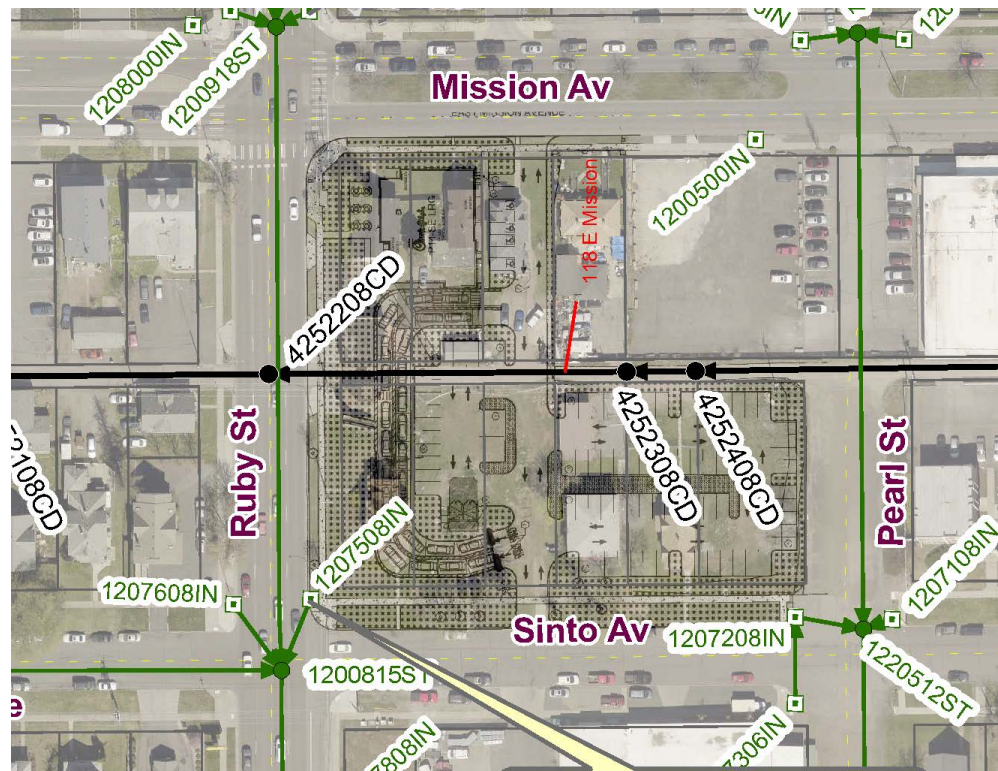
WASTEWATER MANAGEMENT - I have attached a diagram showing our assets in GIS with the site map overlaid.

Due to the material type and age of the existing 8" sewer main under this proposed alley vacation, as well as the new proposed improvements (asphalt, concrete and landscaping) that will make any needed future repair more difficult, costly and disruptive to the proposed business, this pipe should be either replaced with standard PVC or lined with structural CIPP from the manhole in Ruby (4252208CD) to the next manhole east (4252308CD). Replacement of the main should include reinstatement of the side sewer pipe for the property at 118 E Mission located approximately 40' from the upstream manhole. Provided all other structures are removed as indicated in the site plan, no other side sewer taps need to be reinstated. Wastewater Management inspectors will need to have access to the main and side sewer for inspection and approval prior to any other construction.

The city should retain a 30' no-build easement centered on the pipe.

As usual, all on-site runoff must be maintained and treated on site.

Provided these conditions are met, Wastewater Management has no objection to the vacation.



WATER DEPARTMENT - No comments

RECOMMENDATION: If the petition is approved by City Council then the following conditions should apply:

1. An easement as requested by Lumen/Century Link, Zayo, Avista, and the City of Spokane shall be retained to protect existing and future utilities.

An additional 7' of easement on either side of the vacation area (for an overall total of 30') must be dedicated to the City of Spokane for future maintenance of the sewer main.

2. The existing sewer main in this alley must be replaced with PVC or lined with structural CIPP from the manhole in Ruby to the next manhole to the east. Any stubs will need to be re-opened after the re-liner if this is the chosen option.
3. Plans for termination and closure of the existing right-of-way must be accepted by the City of Spokane Developer Services Department and must either be completed or bonded for prior to final reading of the ordinance.

This closure work must include the removal of the curb returns on the west side of the alley and full height curb and sidewalk must be placed across the entrance to the right-of-way. If access

is still desired/approved, a driveway approach must be installed in lieu of full height sidewalk.

4. A public turn-around must be established for westbound traffic from Pearl St. Traffic must have a way to turn-around within the public RW and head back east. Additional RW will need to be dedicated in order to accommodate this turn-around.
5. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$44,240.00 and is to be deposited to Budget Account #3200 49199 99999 39510.
6. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2026.

Eldon Brown, P.E.
Principal Engineer – Developer Services

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" being more prominent and the last name "Brown" following in a similar style. The initials "W." are clearly visible between the first and last names.



Proposed Chick-fil-A In-Line Restaurant

104 E. Mission Ave., Spokane WA.

Street Vacation Narrative

January 2024

The proposed right-of-way street vacation at 104 E. Mission Ave., Spokane, WA, is envisioned as a strategic move to enhance the accessibility and functionality of the Chick-fil-A restaurant. The vacation aims to optimize the use of the 1.52-acre site, consisting of 8 commercially zoned parcels, by allowing for a well-designed layout that accommodates a 5,028-sf building with a dual-lane drive-thru. The vacated area will be integrated into the restaurant's footprint, providing additional space for an efficient drive-thru operation capable of stacking 26 cars. This thoughtful utilization of space aligns with the community's needs and contributes to the public's benefit by minimizing traffic congestion, improving circulation, and fostering a positive economic impact. Moreover, the site proposes a new ingress and egress from the two adjacent streets (East Sinto Ave and East Mission Ave) for improved vehicle flow, further optimizing the overall traffic management and accessibility in the area. The proposed Chick-fil-A restaurant, with its 74 interior seats and 32 outdoor seats, coupled with extended hours of operation from 6:00 am to 11:30 pm Monday through Saturday, is poised to become a valuable asset to the City of Spokane, creating a welcoming space for the community to gather and enjoy quality dining experiences.




P2400154VACA

Right-of-way Description:

**That portion of the alley in Block 2, Sinto Addition
that lies directly adjacent to Lots 1-3 and 10-12**

Legend

 **Proposed Vacation**

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



Street Vacation, see our responses in **RED** below:

- Is the ROW no longer required for public use or access
 - The portion of the alley bound on both sides by the proposed Chick-fil-A (Lots 1, 2, 3, 10, 11, 12) will no longer require public access as it will be a part of the proposed Chick-fil-A.
- How will the use of the ROW change after it becomes private property?
 - The ROW will be covered by landscape and paving. The paved areas would be used for the drive-thru and parking lot.
- Will the vacation result in any parcel of land being denied sole access to a public ROW?
 - The above mentioned lots will be consolidated to a single project, and proposes access to both Sinto and Mission. Lots 3, 4 and 5 will still have access to them from Mission as well as the alley remaining South of them to Pearl St.
- Are there any utilities in the ROW and if so, do you plan to relocate them? (If the utilities are not relocated, the city will retain no-build easements in the final vacation ordinance for the purveyors)
 - There is an existing 8" sanitary sewer main crossing the alley. The project does not intend to relocate the line and understands it will be encompassed in a new no-build easement. The currently proposed site plan does not have any structures shown within the current alley extents.

 **Chase Heath, EIT | Design Engineer**

Office: 425-251-6222 | Ext: 7358

Barghausen Consulting Engineers, Inc.

18215 72nd Avenue South, Kent, WA 98032

www.barghausen.com

PRELIMINARY SITE PLAN

FOR CHICK-FIL-A SPOKANE

SEC. 17, TWP 25 N., R 43 E, W.M.
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON STATE

PARKING CALCULATIONS

BUILDING FOOTPRINT	5,028 SF
STANDARD SPACE REQUIREMENTS	1 STALL PER 250 SF MIN
REQUIRED	20-84 STALLS
TOTAL PROVIDED	4 ADA 75 STANDARD
BIKE RACK REQUIREMENTS	5% OF PARKING STALLS
BIKE RACKS PROVIDED	5

DEVELOPMENT STANDARDS

BUILDING SETBACKS:	0- FEET
E. MISSION AVE. (NORTH)	0- FEET
E. SINTO AVE. (SOUTH)	0- FEET
N. PEARL ST. (EAST)	0- FEET
N. RUBY STHWY 2. (WEST)	0- FEET
LANDSCAPE SETBACKS:	6- FEET
E. MISSION AVE. (NORTH)	6- FEET
E. SINTO AVE. (SOUTH)	6- FEET
N. PEARL ST. (EAST)	5- FEET
N. RUBY STHWY 2. (WEST)	6- FEET
LANDSCAPE REQUIREMENT	15% MAX

Know what's below.
Call before you dig.
Dial 811

811

NE 72° 12.34' E
SINTO AVENUE

NE 72° 10.4' E
RUBY STREET

DEVELOPMENT STANDARDS	
BUILDING SETBACKS:	
E. MISSION AVE. (NORTH)	0'FEET
E. SINTO AVE. (SOUTH)	0'FEET
N. PEARL ST. (EAST)	0'FEET
N. RUBY STRHWY 2. (WEST)	0'FEET
LANDSCAPE SETBACKS:	
E. MISSION AVE. (NORTH)	6'FEET
E. SINTO AVE. (SOUTH)	6'FEET
N. PEARL ST. (EAST)	5'FEET
N. RUBY STRHWY 2. (WEST)	6'FEET
LANDSCAPE REQUIREMENT	15% MAX

FSR# 05536
BUILDING TYPE / SIZE: P14SE LRG / 5,028 SF
RELEASE: PCR
REVISION SCHEDULE

Know what's below.
Call before you dig
Dial 811

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 02/10/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/5/2025

Clerk's File #

ORD C36643

Cross Ref #

RES 2025-0014

Project #**Council Meeting Date:** 04/14/2025**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

ELDON BROWN 6305

Requisition #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

4700 – RIGHT-OF-WAY VACATION ORDINANCE (GRACE AVE)

Agenda Wording

Vacation of Grace Ave west of Northwest Blvd.

Summary (Background)

Adjacent property owners have applied to vacate the Grace Ave RW in order to accommodate a 24-unit housing complex. City staff has collected comments from franchised private utility companies and City departments. If City Council decides to vacate this alley, Engineering recommends that the alley be vacated subject to the conditions that are listed at the bottom of the Staff Report.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Revenue	\$ 125,328.89	# 4700 - 41400 - 99999 - 34583 - 99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	PALMQUIST, TAMI		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	GBYRD		
Distribution List			
		ebrown@spokanecity.org	
mnilsson@spokanecity.org		tpalmquist@spokanecity.org	
edjohnson@spokanecity.org		akiehn@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36643

An ordinance vacating the Grace Avenue Right-of-Way west of Northwest Boulevard and more particularly described below,

WHEREAS, a petition for the vacation of the Grace Avenue Right-of-Way west of Northwest Boulevard and more particularly described below, has been filed with the City Clerk representing 73% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the right of way described below and located in the Northwest Quarter of Section 12, Township 25 North, Range 42 East, W.M. is hereby vacated. Parcel number not assigned.

BEGINNING at a PK Nail marking the intersection of the North Hemlock Street monument line and the West Cleveland Avenue monument line; thence South 8708'38" West 459.97 feet to a PK Nail marking the intersection of the North Nettleton Street monument line and the West Cleveland Avenue monument line; thence South 0542'21" West 168.41 feet to a point at the intersection of the Southwesterly right of way of West Northwest Boulevard and the Westerly right of way of vacated North Nettleton Street (City of Spokane Ordinance No. C14947); thence South 5835'25" East 203.46 feet along the southwesterly right of way of West Northwest Boulevard to the **TRUE POINT OF BEGINNING** of this description; thence South 8708'38" West 100.71 feet along the North right of way of West Grace Avenue; thence along the arc of a tangent curve to the left, with a radius of 37.50 feet, through a central angle of 9000'00", an arc length of 58.90 feet (long chord bears South 4208'38" West 53.03 feet); thence South 8708'38" West 30.00 feet; thence South 0249'52" East 10.00 feet; thence North 8708'38" East 31.36 feet; thence along the arc of a non-tangent curve to the left, with a radius of 37.50 feet, through a central angle of 7432'02", an arc length of 48.78 feet (long chord bears South 5535'21" East 45.41 feet) to a point on the Southerly right of way of West Grace Avenue; thence North 8708'38" East 210.80 feet along the Southerly right of way of West Grace Avenue to a point on the Southwesterly right of way of West Northwest Boulevard;

thence North 58°35'25" East 133.21 feet to the **TRUE POINT OF BEGINNING**, and containing 0.326 acres, more or less.

Section 2. An easement is reserved and retained over and through that portion of right-of-way described below for City of Spokane to protect an existing water main and for a future bike path connection.

BEGINNING at a PK Nail marking the intersection of the North Hemlock Street monument line and the West Cleveland Avenue monument line; thence South 87°08'38" West 459.97 feet to a PK Nail marking the intersection of the North Nettleton Street monument line and the West Cleveland Avenue monument line; thence South 05°42'21" West 168.41 feet to a point at the intersection of the Southwesterly right of way of West Northwest Boulevard and the Westerly right of way of vacated North Nettleton Street (City of Spokane Ordinance No. C14947); thence South 58°35'25" East 232.80 feet along the Southwesterly right of way of West Northwest Boulevard to the **TRUE POINT OF BEGINNING** of this description; thence South 86°58'04" West 160.50 feet; thence South 43°06'26" West 2.72 feet to a point on the centerline of vacated North Nettleton Street (City of Spokane Ordinance No. C14947); thence along said centerline South 02°49'52" East 18.60 feet; thence South 87°08'38" West 19.22 feet; thence South 43°06'26" West 14.39 feet; thence North 87°08'38" East 29.56 feet to a point on the centerline of vacated North Nettleton Street; thence South 02°49'52" East 13.15 feet along said centerline; thence North 43°06'26" East 19.67 feet; thence North 86°58'04" East 192.17 feet to a point on the Southwesterly right of way of West Northwest Boulevard; thence North 58°35'25" West 53.04 feet along said Southwesterly right of way to the **TRUE POINT OF BEGINNING**, and containing 0.135 acres, more or less.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Bernardo Wills |

ARCHITECTURE • INTERIORS • LANDSCAPE ARCHITECTURE

July 25, 2024

Erik Johnson
City of Spokane
808 W. Spokane Falls
Spokane, WA 99201

RE: Wellness Properties Application to Vacate Grace Ave.

Erik,

Thank you for your help and guidance with the application to vacate Grace Ave. In summary of "...appropriate justification..." for the vacation, we respectfully submit the following comments and application materials:

Complete Application: Please see attached

Application Fee: To be paid online following creation of invoice.

Site Plan: Please see attached

Narrative

Wellness Properties, LLC is a subsidiary of Excelsior Wellness who's mission is to provide community health, wellness, and support services to our community's most vulnerable in need. Safe, permanent, and attainable housing is a cornerstone of health and is the mission of Wellness Properties, LLC and the purpose of this project.

Currently, the property at 2303 Northwest Blvd, (25122.2802), fronts Grace Ave and has a burned down garage and empty house on it, which was converted to an office at some point, but is in a partial state of demolition. The remaining lot, nearly ½ acre, sits vacant and is among the City's most underutilized commercially zoned land inventories. Development of the project, facilitated by the vacation of Grace Ave. ROW, will add nearly 45 mix-income housing units in response to the ever-deepening housing crisis. Without the vacation of Grace Ave., the available building area is diminished, and project density falls dramatically to about 24-units while incurring approximately the same site development and infrastructure construction costs, putting the Project's feasibility in jeopardy.

Application Question Responses

1. *Is the right-of-way no longer required for public use or access?*

Applicant Response: No. As currently configured the portion of the ROW being considered is a dead-end and only serves three parcels, all owned by the Applicant.



2. *How will the use of the right-of-way change after it becomes private Property?*

Applicant Response: The former ROW will be used for Project access from NW Blvd. in addition to parking, project site elements, in addition to portions of the building constructed over the former ROW.

3. *Will the vacation result in any parcel of land being denied sole access to a public right-of-way?*

Applicant Response: No. Though 2321 NW Blvd has frontage along Grace Ave., the property actually addresses NW Blvd with access from two driveways - it is also owned by the Applicant. 2215 NW Blvd has minor frontage on Grace Ave. with no access. Parcel ingress and egress are gained by two driveways on NW Blvd.

4. *Are there any utilities in the right-of-way and if so do you plan to relocate them? If the utilities are not relocated, the City will retain no-build easements in the final vacation ordinance for the purveyors.?*

Applicant Response: Yes. An 18-inch water main and 6-inch parallel line exist in the ROW. No plans are made to remove or relocate them. Discussions with City staff indicate that a 30-foot no-build/utility easement centered on the 18-inch line is acceptable to adequately access, service, and maintain the lines and is anticipated to be retained/conveyed to the City of Spokane as part of the ROW vacation action.

Please let me know if any additional materials or clarifications are needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Stanicar".

Mike Stanicar, AIA
Principal



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
2/3/2025**

LOCATION: Grace Avenue west of Northwest Boulevard
PROPONENT: Excelsior Wellness
PURPOSE: To develop a 24 unit housing complex
HEARING: March 3, 2025
REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – Avista has reviewed the proposed street vacation and notes that we maintain electric service to multiple locations at the end west end of Grace Avenue, thus access to pole and services is required.

Avista requests the following language be added as a condition of approval:

1. Property owner(s) shall coordinate with Avista to secure a utility easement for access to electrical services located in vacated Grace Avenue. Easement shall be recorded and referenced on final Record of Survey.

COMCAST – According to our maps we have no plant in the vacation area.

EXTENET – No comments

FATBEAM FIBER – No comments

INLAND POWER – Inland Power has no facilities within the proposed vacation area.

INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – No comments

LUMEN – Lumen does not have any facilities in the proposed vacate area. We can vacate.

PORT OF WHITMAN – No comments

TDS TELECOM - No comments

VERIZON/MCI Metro - No comments

YELLOWSTONE PIPELINE – Based on the location of the vacation, YPL does not have any questions as there is no impact to the Pipeline.

WHOLESALE NETWORKS – No comments

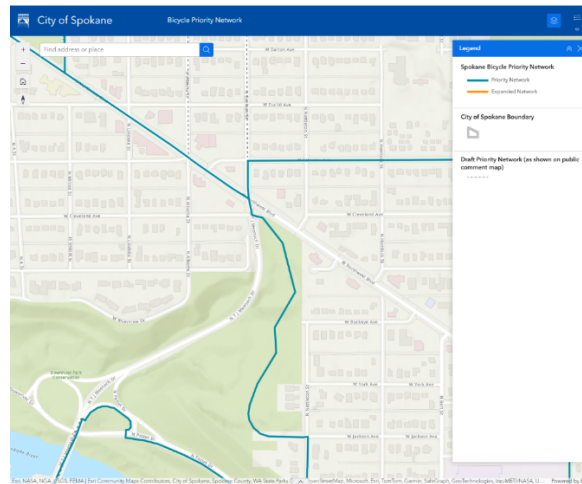
ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING - No comments

BICYCLE ADVISORY BOARD – I think we would want to maintain a pedestrian access easement and a right to improve pedestrian/bicycle infrastructure from the stormwater/park site (parcels 25122.1703 & 25122.2701) through to NW Blvd. Our Bicycle Priority Network runs perpendicular to Grace Ave here and there's a currently a "desire line" to Grace Ave from the open space. Below are two maps – the one with the red lines showing the pedestrian desire lines/paths and the other route of our bicycle priority network.





DEVELOPER SERVICES – CURRENT PLANNING – Once Grace Ave is vacated, 25122.2802 would be landlocked, but since both that parcel and 25122.1604 are owned by Excelsior – and the vacation is initiated by them - we'd be OK with the vacation if they aggregate all the land so that it has frontage on NW Blvd.

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT - No comments from Fire

INTEGRATED CAPITAL MANAGEMENT – No transportation concerns.

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – No comments

STREET DEPARTMENT - No comments

WASTEWATER MANAGEMENT - Wastewater maintenance has no utilities/facilities within the subject Grace Ave. right of way. If the vacation is approved, it should be conditioned that the existing street access to NW Blvd be modified and on-site runoff must be maintained and properly treated on site. Also, an extension of the current Nettleton Street utility easement that exists north and south of Grace Ave. should be provided in order to maintain the ability to provide sewer service to the properties on the north side of this Grace Ave cul-de-sac, or some equal alternative provided. See the below comment regarding easement release.

Regarding the existing utility easement releases, our comments made back in May of this year remain in effect. The two properties on the south side of Grace, 2303 W. NW Blvd (25122.2802) and 2215 W. NW Blvd (25122.2801), currently have sewer service from the public sewer main in the alley to the south. The property at 2321 W. NW Blvd (25122.1604) as well as the small one adjacent on the west (25122.1702) do not currently have public sewer service, according to our records. Therefore, as we stated in May, the Nettleton easement north and south of the Grace Ave. right-of-way, which currently provides the access to a public sewer connection for these properties, should only be released if an equal alternative route is provided for sewer service.

WATER DEPARTMENT - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

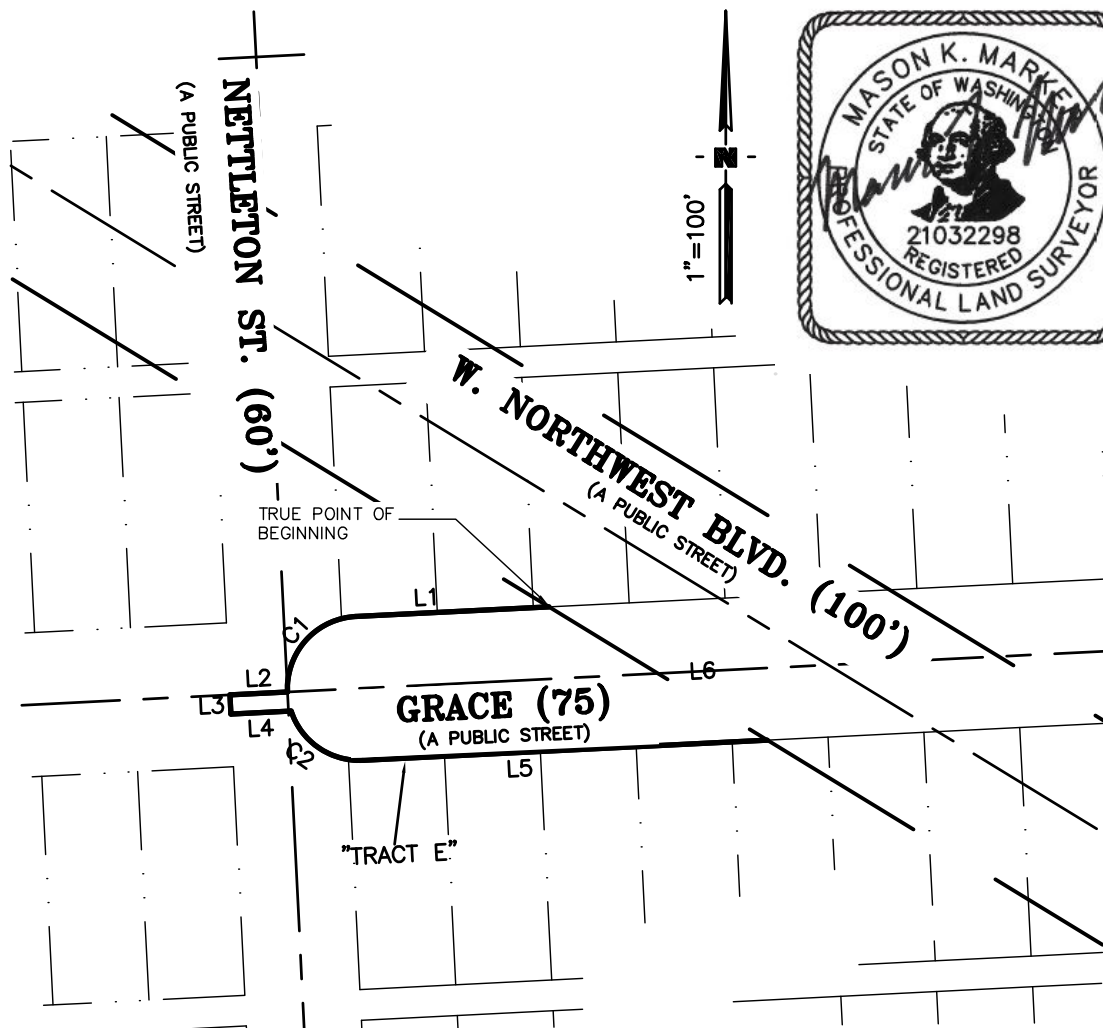
1. An easement, as requested by the City of Spokane, shall be retained to protect existing City water facilities and a potential future bike path within the vacation ordinance.
2. An easement for Avista's facilities must be established or the existing facilities must be relocated.
3. All parcels must be aggregated to prevent any single property from being landlocked without frontage to a public right-of-way.
4. Plans for termination and closure of the existing right-of-way must be accepted by the City of Spokane Development Services Department and the must either be completed or bonded for.
 - a) This closure work must include the removal of the curb returns on the east side and full height curb and sidewalk must be placed across the entrance to the right-of-way. If access is still desired at this location, a driveway approach will need to be installed. Stormwater must be addressed and isolated from the City storm system. Any street name signs must be returned to the Street Department.
 - b) The existing fire hydrant on the north side of Grace cannot be located outside of public right-of-way and must be moved to the south RW of NW BLVD unless it is privatized. Any changes will need to be approved by the Fire Dept.
5. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be

\$125,328.89 and is to be deposited to Budget Account #3200 49199 99999 39510.

6. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2026.

Eldon Brown, P.E.
Principal Engineer – Developer Services

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is written in a cursive, flowing style.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	37.50'	58.90'	53.03'	N 42°08'38" E	90°00'00"
C2	37.50'	48.78'	45.41'	N 55°35'21" W	74°32'02"

LINE	BEARING	DISTANCE
L1	S 87°08'38" W	100.71'
L2	N 87°08'38" E	30.00'
L3	S 02°49'52" E	10.00'
L4	N 87°08'38" E	31.36'
L5	S 87°08'38" W	210.80'
L6	N 58°35'25" E	133.21'

VACATION AREAS:

GRACE AVENUE, SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.



DURYEA & ASSOCIATES

2702 N. Perry Street
Spokane, WA 99207
JOB NO. 24-3498